

**CITY OF NEWTON**

**PURCHASING DEPARTMENT**

***CONTRACT FOR INFORMATION  
TECHNOLOGY DEPARTMENT***

***REQUEST FOR PROPOSALS:***  
**City Wide Fiber Network Installation**  
***RFP #14-32***

**MANDATORY Pre-Proposal Meeting: October 4, 2013 at 10:00 a.m.**

**Proposal Opening Date: October 17, 2013 at 10:00 a.m.**

**SEPTEMBER 2013**

**Setti D. Warren, Mayor**

**CITY OF NEWTON, MASSACHUSETTS**  
**REQUEST FOR PROPOSAL**  
**CITY WIDE FIBER NETWORK INSTALLATION**  
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**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSALS #14-32**

The City of Newton invites sealed proposals from Contractors for:

**CITY WIDE FIBER NETWORK INSTALLATION**

Mandatory Pre-Proposal Meeting: **10:00 a.m., Friday, October 4, 2013, Newton City Hall, Room 204,  
1000 Commonwealth Avenue, Newton, MA 02459**

Proposals will be accepted until: **10:00 a.m., Thursday, October 17, 2013**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Specifications will be available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids), or pick up at the Purchasing Department, after **10:00 a.m. on September 26, 2013**. There is no charge for documents.

**Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Payment Bond in the amount of 50%** of the contract total.

**All bids shall be submitted as one ORIGINAL and one COPY.**

All City of Newton bids are available on the City's web site, [www.newtonma.gov/bids](http://www.newtonma.gov/bids), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read,  
*Chief Procurement Officer*

September 26, 2013

## PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS; ELIGIBLE MATERIALS

Due to the technical nature of the services and the need for an installer with a proven record of quality, the Chief Procurement Officer has, in accordance with M.G.L. c.30B, §6(a), determined that the procurement of city wide fiber optic installation services is best served by utilizing a Request for Proposals (RFP) process. Such a process will enable the City to evaluate key factors such as the vendor's experience and its performance under fiber optic installation contracts. Because the fiber optic system will be an essential component of intracity communications, it is important that the City have the ability to select the most advantageous proposal on the basis of cost, equipment quality, and the vendor's experience.

The City has also determined that the only acceptable material shall be Corning fiber optic cable and equipment. It is the City's opinion that Corning fiber is an industry standard. The City does not wish to risk the specifications of competing claims with a project that literally spans the entire City. Moreover, a certified Corning cable installer performing the work increases our warranty on the fiber from three to twenty-five years. This warranty is highly desirable and certainly in the best interests of the City.

## PART II. BACKGROUND

The City of Newton would like to install a city wide, municipal fiber area network as specified by an existing design (See Attachments A through E.) which has been prepared pursuant to a separate bid for the design of the fiber network. This fiber network will be a dark fiber network that does not include electronics. The City will supply its own electronic equipment as installation proceeds.

Due to the size of this project, the City is unable to determine if it has allocated enough money to accomplish the entire project within the budget of a single fiscal year. Therefore, this RFP requires each proposer to break the project into two separate phases (Phase I and Phase II) of relatively similar cost as well as supply a bid for performing the entire scope of work as a single phase (Phases I & II) (please refer to Attachment D). The City reserves the right to award a contract for one separate phase, for both separate phases, or for a single phase. In each case the contract will be awarded to the most advantageous proposer for the selected phase or phases, taking into consideration price and non-price proposals. Only one proposer will be selected for the contract phase or phases.

## PART III. ANTICIPATED RFP SCHEDULE

RFP issued	September 26, 2013 at 10:00 a.m.
Pre-bid Meeting (Mandatory)	Friday, October 4, 2013 at 10:00 a.m.
Deadline for submitting questions	Thursday, October 10, 2013 at 12:00 noon
Responses Due from City	Friday, October 11, 2013 at 5:00 p.m.
Proposals Due	Thursday, October 17, 2013 at 10:00 a.m.
Award of contract	TBD
Delivery of network by	Three months from date of award

## PART IV. PROPOSAL SUBMISSION

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 a.m., October 17, 2013.**

All proposals shall be in two parts: (1) all information and materials that are responsive to the RFP with the exception of the proposer's price proposal, referred to as the "Technical Proposal," and (2) the proposer's price proposals for Phase I, Phase II, and Phases I & II, referred to as the "Price Proposal." Proposers shall submit six (6) paper copies and one digital copy (on disk) of the Technical Proposal and one (1) Price Proposal in separate sealed envelopes. **Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes.** A Technical Proposal received with Price Proposal information may be rejected as non-responsive.

Envelopes shall be marked:

1. **“TECHNICAL PROPOSAL - RFP #14-32 City Wide Fiber Network Installation”.**

**Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.**

2. **“PRICE PROPOSAL – RFP #14-32 City Wide Fiber Network Installation”.**

**Faxed proposals will not be accepted.**

The Technical Proposal may include any materials and information that the proposer feels is necessary. At minimum, the proposal shall include a detailed description and list of the specifications for the installation services.

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

In the event that the City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due on the next following business day that the City Hall and the Purchasing Department are open.

All proposals shall remain firm for 6 months (120) calendar days after the proposal opening.

## **PART V. MANDATORY PRE-BID CONFERENCE**

Proposals will not be considered responsive unless submitted by a proposer that has attended the City’s mandatory pre-bid conference. This will be the proposers’ only opportunity to review 10 representative locations throughout the City. Every city building will not be shown, only a cross section of 10 buildings representative of the rest of the buildings.

The pre-bid conference will begin and end at Newton City Hall Room 204 at **10:00 a.m. on October 4, 2013**. Attendees will sign in and then be taken on a city bus to each of the representative locations. The pre-bid meeting and visits should take approximately five (5) hours.

The tour will include

1.	Newton City Hall	1000 Commonwealth Ave
2.	Mason Rice Elementary School	149 Pleasant St
3.	Fire Head Quarters	1164 Centre St
4.	Bigelow Middle School	42 Vernon St
5.	Parks & Recreation	126 Vernon St
6.	Lincoln-Elliot Elementary School	191 Pearl St
7.	Fire Station #4	195 Crafts St
8.	Education Center	100 Walnut St
9.	Newton Senior Center	300 Walnut St
10.	Newton North High School	457 Walnut St

Upon returning to City Hall, bidders will have an opportunity to ask questions, It is recommended that any question, whether asked at the pre-bid meeting or raised later, be submitted to the City in writing.

Questions will be answered via email within 3 working days. All questions and answers will be supplied to all in attendance.

## **PART VI. QUESTIONS/ADDENDA**

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or faxed to the Purchasing Department no later than 12:00 noon October 11, 2013:

**ADDENDA:** Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/*Cover Page* which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the Internet, you must make yourself or your company known to the City’s Purchasing Department by emailing [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or faxing (617) 796-1227, your or your company’s: name, address, phone and fax number and include the RFP NUMBER (#14-32) and project title (CITY WIDE FIBER NETWORK INSTALLATION). It is the proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: [www.newtonma.gov/bid](http://www.newtonma.gov/bid).

If you have downloaded the RFP, please be sure to email us at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), with your name, address, phone and fax number, email address and what RFP number and project title you have downloaded.

## **PART VII. SCOPE OF WORK**

**OVERVIEW:** The Scope of Work (“Work”) covered under this design is to supply, deliver, install and terminate approximately 49 miles, including slack, of Single Mode SMF 28e laser optimized fiber optic cable along the design routes to approximately 58 buildings in accordance with drawings and specifications as supplied (“Project”). The majority of the installation for the project shall be on distribution poles within the municipal space below the primary and secondary cabling. Also included in this work is the placement of underground cabling in existing conduit at various locations throughout the City.

The proposer shall perform all the work required by the contract documents and as described herein.

The Project shall incorporate all the services and materials necessary, including but not limited to: fiber-optic cable deployment; fiber optic cable into the buildings; fiber cable testing and termination; engineering and configuration, testing and installation of the fiber cable and termination components, and other hardware components, all as more particularly described in this Scope of Work.

The design is a fully redundant multi-ring architecture with a North Ring, South Ring, and East West Bisector which allows for high levels of fault tolerance in the network infrastructure, and dynamically redundant transmission paths throughout the network for all sites connected. The overall geographic layout of the ring architecture allows for relatively short lateral fiber connections to all currently identified buildings and sites, and also allows for geographic proximity in any area of the City for any future buildings or sites to be added to the network in the future. The network architecture consists of three 288 strand Single Mode fiber ring topologies with four (4) separate network hub locations at the Police Headquarters, the Fire Headquarters, the Municipal Hub at the City Hall, and the School Hub at the Education Center. Each remote site will be terminated with a 12 strand lateral connection to the backbone ring(s). The 12 strands will provide 6 fibers on the “Serve” side of the ring, and 6 fibers on the “Protect” side of the ring. The 12 strands for each remote location will map back to its respective hub with no interruption at other sites on the network.

We expect that good wiring practices will always be followed. We expect spare coils, approximately 300 feet for every 2000 feet will be stored inline using “snowshoes” or a similar, generally accepted solution.

All fibers will be terminated inside an enclosure. Enclosures will be rack mounted and have appropriate wire management and stress relief. All fiber will be terminated with heat cured all ceramic SC connectors.

Innerduct or metal permanently mounted conduit is available in every building. Innerduct will not need to be installed for this project.

Rack space will be available at all buildings except for the four hubs.

**DELIVERABLES:** Upon completion of the fiber network, the proposer shall supply the City with all test results and documentation of the network. Test results of each strand must meet the specifications as prescribed by Corning for similar fiber, termination and length of the segment. All terminations will be professionally labeled in a manner generally accepted by electrical contractors and shall be reviewed in advance by the City's project manager.

The contractor will supply weekly written reports to the Project Manager detailing what work was accomplished during the previous week and what work is planned for the next week. These reports will detail any issues, anticipated future problems, paid details hours and crew sizes and any general information that the contractor deems important to help the City manage the network

All test results and documentation will correspond exactly with this labeling. Documentation will include

1. Electronic documentation of every termination
2. Results of testing with an Optical Time Domain Reflectometer
3. Records of repair based upon unacceptable initial test results

**WORK & MATERIALS:** The proposer shall provide all labor and materials to properly install the Single Mode SMF 28e cabling in accordance with the final contract documents when issued and the manufacturers' recommended practices. The proposer shall supply all fiber optic cabling and support hardware for the work. The materials shall be delivered to the Contractor's facility or designated City location where it shall be unloaded by the proposer, stored and secured before and during installation. The City assumes no obligation or responsibility in the event of lost, stolen or damage to stored materials. The Successful bidder is responsible for securing and storing all materials. It is not anticipated that all of the materials for the project will be shipped at the same time. The proposer shall work with the City to schedule the material deliveries to minimize handling and storage requirements. Any additional materials necessary for the proper installation of the cable shall be provided by the proposer at no additional cost to the owner. The proposer shall perform the Work using only the drawings and specifications described in the RFP. Should any conflict, error, omission or discrepancy appear in the drawings, specifications, instructions, or in work done by others, the proposer shall immediately notify the City Project Manager. The proposer shall not deviate from the final approved drawings and specifications without prior written approval from the City Project Manager. The proposer may not substitute materials for those specified, or use "equal" items.

**PROJECT MANAGER:** During and for the performance of this Contract, the City will designate a Project Manager who shall have full authority to represent the City with respect to any and all matters pertaining to the project and Contract. During and for the performance of this Contract, the proposer shall hereby designate a Project Manager who shall be the primary contact for administrative communications and "day-to-day" management of contractor activities. Specifically, all submittals and communications such as Applications for Payment and Progress Reports shall be conducted via the Project Manager. The Project Manager will be responsible for facilitating all communications between the City and the proposer.

**TRAFFIC CONTROL:** All work done under the Contract shall be in conformance with the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) with revisions. The proposer shall be responsible for all standard traffic control devices. Police details shall be scheduled by the Contractor and paid for directly by the City. The proposer shall be responsible to ensure that police details are properly scheduled and that cancellation policies of the City are adhered to so as not to incur the cost of improperly scheduled details.

**CLEAN UP:** The proposer shall clean up the entire project before the City will accept the work. All rubbish, glass, building materials, and packing material, unless specifically ordered by the City to do otherwise, or any other debris shall be disposed of by the proposer on a daily basis.

**GENERAL INSTALLATION SPECIFICATIONS:** See Attachment A.

**PAID DETAILS AND PERMITTING:** See Attachment B.

## **PART VIII. WARRANTIES & SAFETY**

The proposer shall warrant to the City that, as of the date of the contract, the Work will comply with the drawings and the specifications, and that the Work shall be professional in every particular, and free from material defects, errors, and omissions in construction and workmanship, and shall remain in good condition and shall be free from any operational fault or defect. The proposer further warrants that all materials, equipment, and supplies, if any, furnished for the Work by the proposer, its subcontractors or suppliers, shall be new, merchantable, of the most suitable commercial grade, and fit for their intended purposes, and shall comply in all respects with the specifications.



The proposer's warranties on labor and materials shall extend for a period of twenty-five (25) years from the date of the contract. If the proposer is notified of any defects in the Work in breach of its foregoing warranties and fails to adequately correct such defects within thirty (30) days of receipt of notice of the defect (unless such defect cannot reasonably be cured within such thirty (30) day period, in which case the proposer must promptly have commenced such cure within the thirty (30) day period and be diligently pursuing such cure to completion), the City shall have the right to correct or to have such defects corrected for the account of the proposer, and the proposer shall promptly pay the City for costs incurred in correcting such defects plus any damages suffered by the City.

The proposer shall manage the job in a safe manner. The proposer shall develop an appropriate safety management plan (the "Site Specific Safety & Health Plan") and take all customary and reasonable safety and other precautions to protect property and persons from damage, injury, or illness arising out of the performance of the Work. The proposer shall agree, in performing or otherwise acting under the Contract, to comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, and all rules of the right of way owners, including but not limited to those related to the environment, health and/or safety (collectively "EHS Requirements"), including but not limited to EHS Requirements arising under: the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. §651 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. App. §1801 et seq., all as amended, and including their state counterparts, to the extent applicable to this project or contract. In so agreeing, the proposer warrants that its employees, agents and subcontractors are fully competent in the practices applicable to the Work and are aware of all EHS Requirements that apply or relate to its activities under the contract, and that it and its employees, agents and subcontractors, prior to performing under the contract, have the training, experience and knowledge necessary to comply with all applicable EHS Requirements.

## **PART IX. PAYMENT PROCEDURES**

Payments to the proposer shall be subject to adjustment in the event of any mutually agreed upon written changes made to the extent permitted by applicable law. The amount of the accepted Price Proposal shall be the Project Price, which shall be a fixed sum, not subject to materials or labor increases during the term of the Project.

The Project Price shall not include any taxes, as the City is tax exempt, and shall include shipping of materials to any City-designated storage site.

The Project Price shall assume access to each location is free and clear for site work during the Project.

The Project Price shall not include the variable cost of police details described in Attachment B.

The Project Price shall not include licensing access to distribution poles, as the City has existing rights to utilize attachment space on distribution poles pursuant to applicable ordinances.

The Project Price and associated Scope of Work will be governed by the terms and conditions of the signed agreement between the contractor and the City.

Payment for services shall be rendered as follows:

25% progress payment based upon actual work completed and materials installed (as evidenced by materials receipts and time records) after 50% of the Scope of Work is satisfactorily performed;

25% progress payment based upon actual work completed and materials installed (as evidenced by materials receipts and time records) after 75% of the Scope of Work is satisfactorily performed;

50% upon completion of the fiber optic network, final testing, and delivery of documentation as described in the Scope of Work section and final acceptance by the City. Final acceptance is described in Part VII: Scope of Work in the Deliverables section.



## **PART X. TIME & MANNER OF PERFORMANCE**

The proposer shall commence work under the contract on the date specified therein and shall bring the work to full completion on or before a mutually agreed upon ending date.

Regular working hours will be Monday through Friday 7:00 am to 5:00 pm , legal holidays established by the City of Newton excepted . If additional daily hours are desired, approval of the contractor's request must be approved by the City prior to performance of this work. If additional non-working days are to be requested such as weekends or holidays, the contractor's request must be approved by the City prior to performance of this work. Please see Attachment C for schedule of City holidays.

Prior to the start of the Project, the proposer, all subcontractors, the project manager, and the City shall attend a pre-installation conference. The conference will serve to acquaint the participants with the general plan of contract administration; and requirements under which the installation is to proceed. The date, time, and place of the conference will be furnished to the proposer by the Project Manager.

## **PART XI. PROPOSER QUALITY REQUIREMENTS**

To be considered for evaluation, a proposer must meet all of the following requirements.

### ***QUALITY REQUIREMENTS***

**All proposals must have a section in their proposal labeled MINIMUM QUALIFICATIONS and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation:**

- a. Must be Corning certified for installation and termination of Single Mode SMF 28e cabling;
- b. Proposer has a minimum of five (5) years of favorable experience installing fiber optic cable for public or private entities.
- c. Proposer has ability to provide a 50% Payment Bond prior to contract execution.
- d. The proposer attended the mandatory pre-bid meeting held on October 4, 2013.
- e. Certificate of Non-Collusion
- f. Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49
- g. Certificate of Authority
- h. Certificate of Foreign Corporation (if applicable)
- i. IRS Form W-9

## PART XII. EVALUATION OF PROPOSALS

Technical Proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. c.30B. Technical Proposals that meet the Quality Requirements will be reviewed by applying the comparative evaluation criteria below. Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal. After the evaluations are complete, the Price Proposals will be opened. Before awarding the contract, the City may request additional information, including interviews, from any or all proposers. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

### COMPARATIVE EVALUATION CRITERIA

The proposals will be evaluated based on the criteria listed below, and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

1. ***Proposer will reference 5 New England municipalities of similar size and scope of work performed during the past two years.***

Ratings	Criteria
Highly Advantageous	5 customers highly recommend proposer's fiber optic cable installation project.
Advantageous	3 or 4 customers highly recommend proposer's fiber optic cable installation project.
Not Advantageous	1 or 2 customers with acceptable recommendations
Unacceptable	No good references

2. ***Qualifications of Key Personnel: List the names and qualifications of individuals that will be participating in the installation of fiber as required under this RFP. Please include a brief description of their relevant experience.***

Ratings	Criteria
Highly Advantageous	All personnel highly qualified with more than 10 years of experience
Advantageous	Some personnel qualified with more than 10 years of experience
Not Advantageous	Few personnel qualified with more than 10 years of experience
Unacceptable	No personnel qualified with more than 10 years of experience

3. ***Quality of Installation: Proposer will describe past experiences working with utility company pole owners (e.g., NSTAR, Verizon) and service providers attached to such poles (e.g., Comcast, RCN, other) and explain how this experience will enable this project to operate efficiently.***

Ratings	Criteria
Highly Advantageous	Record of consistent above average performance, including completion of projects in a timely manner.
Advantageous	Record of occasional above average performance, including completion of projects in a timely manner.
Not Advantageous	Record of average performance only, including completion of projects in a timely manner.
Unacceptable	Record of below average performance only, including completion of projects in a timely manner.

4. ***Samples of Documentation: Proposer will provide examples of final documentation from other municipalities detailing termination and testing by location.***

Ratings	Criteria
Highly Advantageous	All records, both paper and digital. clear and in proper order,
Advantageous	Records generally clear, but require some explanation or are not clear on their face.
Not Advantageous	Unable to sufficiently meet the expected standard;
Unacceptable	Unable to meet the expected standard.

5. ***Security: Please indicate expected location during installation of all parts, fiber and equipment***

Ratings	Criteria
Highly Advantageous	Local,* secure, locked, fenced in space;
Advantageous	Either local but not completely secure or completely secure but not local; stored on City premises;
Not Advantageous	Site neither completely secure nor local;
Unacceptable	Location not secure, whether local or not.

\*“Local” means within 5 miles of Newton City Hall.

6. ***Security: Will your company outsource any of the service requested in this RFP. Detail exactly what would be outsourced and to whom? State company name, contact number, and location.***

Ratings	Criteria
Highly Advantageous	No outsourcing or subcontracting
Advantageous	Some outsourcing to assist in time frame
Not Advantageous	More than 40% outsourcing
Unacceptable	Nearly all outsourced.

### **PART XIII. AWARD OF CONTRACT**

The contract will be awarded to the responsive and responsible proposer deemed by the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the Technical and Price Proposals, including all of the comparative criteria listed above. The Price Proposals will be evaluated and ranked based on the prices submitted for Phase I, Phase II and Phases I & II. The City reserves the right to decide whether to award a contract for Phase I, Phase II or Phases I & II. Such contract will not necessarily be awarded to the proposal that receives the highest ranking or that submits the lowest price. The City will award the contract to only one responsive and responsible vendor submitting the most advantageous proposal taking into consideration the proposals’ quality requirements, evaluation criteria and composite ratings, and prices. The City will reject any and all bids when required to do so by applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

Nicholas Read  
Chief Procurement Officer

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

## CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C- \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Thirteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

### CITY WIDE FIBER NETWORK INSTALLATION

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request For Proposals #14-32 issued by the Purchasing Department;
- c. The Project Manual, including the General Conditions for City Wide Fiber Network Installation, including The Instructions To Bidders; General Conditions; Special Conditions; MBWE Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; and any related documents referenced therein;
- d. Addenda Number(s) \_\_\_\_\_;
- e. The Proposal of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR in connection with the Project.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.
- V. CONTRACT TERM.** The term of the awarded contract shall be the date of full contract execution with an anticipated start date of March 1, 2014 and a completion date of May 30, 2014.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Information Technology Department specifying the work to be performed. The

Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.

- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following  
account:

C11105-585016 -

I further certify that the Mayor, or his designee,  
is authorized to execute contracts and approve  
change orders.

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Information Technology Director*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*Mayor or his designee*

Date \_\_\_\_\_



## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)

2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)

3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)

4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
(Signature of **Clerk or Secretary**)\* SEAL HERE*

7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*

8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

# CITY OF NEWTON, MASSACHUSETTS

## PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2013, for the construction of \_\_\_\_\_, in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

PRINCIPAL

SURETY

\_\_\_\_\_  
BY \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
BY \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_  
(TITLE)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

# General Conditions for City Wide Fiber Network Installation

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**CITY OF NEWTON  
PUBLIC BUILDINGS DEPARTMENT  
CHAPTER 149 VERSION**

<b>ARTICLE 1 - CONTRACT DOCUMENTS</b>
---------------------------------------

**1.1 Use of Terms:**

1.1.1 The following terms used in this Section or elsewhere in the Contract Documents, shall have these meanings:

*Addendum* – A written modification, clarification, correction or other change to the Contract Documents issued by the Official prior to the date stated for the receipt of bids.

*Application for Payment* - The form furnished by the **Official** to be used by the **Contractor** in requesting payment, and which shall enclose the affidavit required in the Contract Documents.

*Business Day* - Any day except Saturdays, Sundays and legal holidays observed by the **City**. The term "day" means a calendar day.

*Change Authorization* - A written order executed by the **City** directing the **Contractor** to make changes in the Work or giving the basis for a potential change in Contract Price or Contract Time for incorporation into the Contract Documents by Change Order.

*Change Order* - A written instrument which when fully executed by the **City** amends the Contract Documents to provide for changes in the Work, or in Contract Price or Contract Time.

*City* - The City of Newton, a municipal corporation in the Commonwealth of Massachusetts, acting by its Public Buildings Commission, represented by the Director of the Public Buildings Department or his authorized representative.

*Claim* - A written demand of assertion by the **City** or **Contractor**, which is properly certified according to the requirements of Paragraph 15.2.1, seeking an adjustment in Contract Price and payment of monies due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or any other relief arising under or relating to the Contract, after a determination by the **Architect** or **City** under the appropriate provision of the Contract Documents.

*Contract/Contract Documents* – This Agreement, fully executed; the Certificate of Authority; all Addenda; the Letter of Award; the Project Manual including MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule including any updated prevailing wage rate schedules as applicable, Supplementary Conditions; the General Conditions; the Drawings; the Specifications; the Invitation for Bids; the Contractor's bid; all bonds submitted; All Change Authorizations and Change Orders when fully executed.

*Contract Time* – The time commencing upon the date of execution of the Contract by the Mayor of the City and continuing through the date of Final Completion.

*Contract Price* – The not to exceed lump sum price representing full compensation for everything furnished, done by or resulting to the **Contractor** in carrying out the Contract.

*Contractor* - Person or firm named "The Contractor" in the Agreement with whom the **City** has awarded and entered into the Agreement.

*Correction Period* - The period of time within which the **Contractor** shall in accordance with the Contract Documents, either correct, or if rejected, remove and replace, defective Work.

*Date for Commencement of the Contract Time* - The date when the Contract Time starts to run.

*Day* – A calendar day.

*Defective Work* - Work that is unsatisfactory, deficient or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval.

*Drawings* – The graphic and pictorial part of the Contract Documents depicting the Work including plans, elevations, sections, details, schedules and diagrams Drawings shall not serve nor be used as Shop Drawings.

*Final Acceptance* - The **Official's** written notice to the **Contractor** accepting the Work, following the **Official's** concurrence with the **Architect's** determination that the Work has been completed and is acceptable.

*Laws* - Laws, including statutes, by-laws, rules, regulations, codes, resolutions and ordinances, or orders.

*M.G.L.* - Massachusetts General Laws.

*Notice of Claim* – A clearly marked written notice that states the general nature of the Claim delivered by the party making the Claim to the other party no later than thirty (30) days after the determination giving rise to the Claim.

*Official* - The Chief Technology Officer, acting on behalf of the **City** in the execution of the Agreement, or his/her authorized representative.

*Owner* - The City of Newton: see definition for "City".

*Partial Utilization* - Use by the **City** of a portion of the Work before reaching Substantial Completion for all the Work.

*Progress Schedule* – The Schedule which shows the **Contractor's** approach to planning, scheduling, and execution of the Work.

*Project* - The total construction of which the Work may be the whole, or a part, as indicated in the Contract Documents.

*Specifications* - Parts of the Contract Documents consisting of written requirements for technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and performance of related services.

*Sub-agreement* – A subcontract or purchase order awarding part of the Work to a Subcontractor or Supplier.

*Subcontractor* - A person having a Sub-agreement for performing labor at the site, or for performing labor and furnishing materials/equipment. *Submittals* - Includes Shop Drawings, brochures, samples, and all those other documents required for submission by the Contract Documents. The term *Shop Drawings* includes drawings, diagrams, illustrations, standard schedules, performance charts, instructions, and other data prepared by or for the **Contractor** to illustrate some part of the Work, or by a Supplier and submitted by the **Contractor** to illustrate items of materials or equipment.

*Substantial Completion* - Either the Work has been completed except for Work items representing less than one percent (1%) of the adjusted Contract Price, or completed and opened to public use except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work required by the Contract.

*Supplier* - A manufacturer, fabricator, distributor, materialman or vendor having a Sub-agreement for furnishing materials and equipment and/or not for performing labor at the site.

*Total Float* - Number of Business Days by which Work may be delayed from its Early Dates without necessarily extending the Contract Times. *Contract Float* is the number of Business Days between the **Contractor's** anticipated date for early completion of all or part of the Work and the corresponding Contract Time.

*Underground Utilities* - All pipelines, conduits, ducts, cables, wells, tanks, tunnels, and appurtenances, or other similar facilities, installed underground to furnish: water, electricity, gases, steam, petroleum products, telephone, communications, cable TV, sewerage and drainage removal, traffic, or control systems.

*Work* - The entire completed installation of the fiber optic cable, or its various parts, as specified in the Contract Documents. Work is the result of performing and furnishing all services, obligations, responsibilities, labor, materials, equipment, temporary facilities, and incidentals necessary to complete the scope under the Contract Documents. Whenever the term "execution" is used with reference to the Work, it includes the performance and/or furnishing of the Work.

1.1.2 Any period of time in days will be computed to exclude the first and include the last day. If the last day falls on a non-Business Day, it shall be omitted from the computation. The term "registered mail" includes certified mail with return receipt requested. The term "person" means individuals, firms, partnerships, corporations, receivers, trustees, joint ventures, and any combinations of them. The term "State" or "Commonwealth" means the Commonwealth of Massachusetts.

1.1.3. Other terms used in this Section shall have the meanings assigned to them elsewhere in the Contract Documents, and if not assigned and where the context will permit, as used or defined in Massachusetts General Laws (M.G.L.).

## 1.2 Interpretations:

1.2.1. Whenever the term "the **Contractor**" is used concerning an action, obligation or event, it shall cover, even if not expressly stated, actions or obligations of, events involving, any Subcontractor, Supplier, or anyone for whom any of them may be liable, unless the context requires otherwise.

1.2.2. Whenever a provision obligates the **Contractor** to reimburse the **City** for certain costs incurred, the **City** is entitled to withhold a corresponding set-off against any payment, and to amend the Contract Price accordingly.

1.2.3. Whenever a provision covering delay, extension, or acceleration which in the Contract Documents covers delay, rescheduling, extended performance, disruption, interference, inefficiency, productivity, and production losses, acceleration, or hindrance and associated cost(s) for which the **City** is not responsible, or which is not unreasonable under the circumstances, or which was within the contemplation of the parties, specifies that "the **City** shall authorize the necessary change in Contract Time **only**", the authorized change in Contract Time shall be the **Contractor's** sole and exclusive remedy with respect to the **City** for any such delay, extension, or acceleration, however caused, resulting from the event contemplated by that provision.

1.2.4 A provision requiring the **Contractor** to "defend, indemnify and hold harmless the **City**" or covering claims against or liability of the **City**, shall include the **City**, its respective consultants, agents, directors, officers, shareholders and employees and any combination of any of them, and the **City's** agencies or department authorizes the Work. A provision requiring the **Contractor** to so defend, indemnify and hold harmless the **City** shall also require the **Contractor** to defend, indemnify and hold harmless the **City** and against all of the specified claims, including those caused in part by the negligence or other liability-creating conduct or omissions of the **City**. The **Contractor** shall not be required to indemnify the **City** against liability for loss or damage resulting from the sole negligence of the **City**.

1.2.5 Any reference to an Article or paragraph in these General Conditions, without identification of the particular Section, shall mean a reference to these General Conditions. Terms capitalized in these General Conditions include terms defined in paragraph 1.1.1 or paragraph 1.1.3.

1.2.6 Each Article in this Section contains sub-articles, numbered as this sub-article 1.2 is numbered; parts, numbered as this part 1.2.6 is numbered; and sub-parts - all of which are considered "paragraphs". A reference to a paragraph means a reference to the entire sub-article, a part, or a sub-part, or any combination of them, depending on the intent of the reference.

## 1.3 Applicable Law:

1.3.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.

1.3.2 If the Contract Documents contain any unlawful provisions, such unlawful provisions shall be of no effect. Upon the application of either party, the unlawful provision shall be considered stricken from the Contract Documents without affecting the remainder of the Contract Documents.

1.3.3 All provisions of law required to be inserted in the Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract Documents shall be changed by the **City**, at no increase in Contract Price or extension in Contract Time, so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

## 1.4 Intent of the Contract Documents:

1.4.1 It is the intent of the Contract Documents to describe and provide for a functionally complete Work carried out in accordance with the Contract Documents. In addition to the work expressly called for in the Drawings and Specifications, any other Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be provided, at no increase in Contract Price or extension in Contract Time, and without requiring any changes in the Work, whether or not specifically called for.

1.4.2 Except as otherwise provided in the Contract Documents, words which have an accepted technical or trade meaning used to describe any Work, materials or equipment, shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, whether specifically or by implication, shall mean the latest standard specification, manual, code in effect at the date, unless otherwise expressly stated.

1.4.3 Whenever the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of similar effect are used to describe a requirement, direction, review or judgment of the **City** as to the Work, it is intended that the requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents. No use of any such term or adjective



mentioned above, or provision of any standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the **Official**, the **Contractor**, or the **City**, or any of their consultants, agents or employees from those assigned in the Contract Documents, nor shall it be effective to assign to the **Official**, or any of his or her consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

### **1.5 Priority of the Contract Documents:**

1.5.1 The Contract Documents are complementary, and anything mentioned or shown in a part of the Contract Documents shall be of like effect as if shown in all parts of the Contract Documents. In resolving conflicts, the Contract Documents shall be given the priority determined by the **Official** with regard to all other matters, to be consistent with their intent and necessary to produce the intended result. Subject to such interpretation by the **Official**, the Contract Documents shall be interpreted on the basis of the following priorities, the first listed having the highest priority:

- .1 Change Orders, Change Authorizations, and written amendments to the Contract, those dated later taking precedent over those dated earlier;
- .2 City-Contractor Agreement;
- .3 General Conditions;
- .4 Technical Specifications; and
- .5 Drawings.

1.5.3 Compliance with these priority conditions shall not justify any changes in the Work, or any increase in Contract Price or Contract Time, unless any such compliance results in Work that may not reasonably be inferred from the Contract Documents as being required to produce the intended result.

### **1.6 Information and Instructions for Contract Documents:**

1.6.1 The **Contractor** shall carefully study all contract Documents and other instructions from the **Official** as they are delivered, and procure from the **Official** such special information, detailed drawings, etc., as may be necessary for the proper performance of the Work.

1.6.2 Where drawings show outline or descriptive representations of repetitive features, the **Contractor** shall construe them in exact accordance with the corresponding features which are common to similar items or materials and which are completely drawn and specified.

### **1.7 Relationship with the City:**

1.7.1 The **Contractor** is retained solely for the purpose of and to the extent set forth in the Contract Documents. The **Contractor's** relationship to the **City** during the term of this Contract shall be that of an independent Contractor. The **Contractor** shall have no capacity to involve the **City** in any contract nor to incur any liability on the part of the **City**. The **Contractor**, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the **Contractor** shall be considered an employee for the purpose of M.G.L. Chapter 268A (the Conflict of Interest Law). The **City** shall not be liable for any personal injury to or death of the **Contractor**, its agents or employees.

1.7.2 The **Contractor** shall be solely responsible for means, methods, techniques, sequences and procedures and for coordinating all portions of the Work unless the Contract Documents give other specific instructions concerning these matters. Where the terms and conditions for the delivery or provision of goods or services by the **Contractor** to the **City** are expressly set forth in the Contract Documents or are incorporated herein by reference, those terms and conditions shall be complied with by the **Contractor**.

1.7.3. Before they can be binding on the Parties, all amendments to the Contract must be in writing and signed by the **Official** and the **Contractor**, approved as to the availability of a sufficient appropriation and filed with the City Comptroller, and signed by the Mayor of the City.

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## ARTICLE 2 - THE CITY - GENERAL PROVISIONS

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### 2.1 The City May Stop the Work:

2.1.1 If the Contractor fails to correct work which is not in accordance with the requirements of the Contract Documents or if the Work is *defective*, or the Contractor fails to provide sufficient skilled workers or suitable materials or equipment, or fails to execute Work so that in the judgment of the City the completed Work will conform to the Contract Documents, the City may order the Contractor to stop all or part of the Work in question, until the problem has been corrected. This right of the City to stop the Work shall not create or impose any duty on the City to exercise this right for the benefit of the Contractor or any other party. The Contractor shall remain responsible for maintaining progress, and shall not be entitled to any increase in Contract Time or Contract Price, and the Contractor shall reimburse the City for all direct, indirect or consequential costs incurred by the City and attributable to such an order to stop the Work.

### 2.2 Availability of Lands (Including Properties):

2.2.1 The Contract Documents indicate the lands upon which the Work is to be performed.

2.2.2 Any additional lands, rights-of-way and easements not furnished that the Contractor deems necessary shall be obtained by the Contractor at no increase in Contract Price or Contract Time. The Contractor shall obtain and submit to the City all required permits from the State, the proper Federal Government agency, Public Governmental Body or public utility or from the property owner(s) for the use of lands and access so obtained.

### 2.3 Limitations on the City's Responsibilities

2.3.1 The City is not responsible for the Contractor's means, methods, techniques, sequences or procedures applicable to the Work; nor for safety precautions and programs related to safety. The City is not responsible for the Contractor's failure to execute the Work in accordance with the Contract Documents; nor for the acts or omissions of the Contractor or of any Subcontractor, any Supplier or anyone for whose acts the Contractor or any of the Subcontractors or Suppliers may be liable.

2.3.2 Neither the City nor the City's consultants are responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or anyone for whose acts the Contractor or any of the Subcontractors or Suppliers may be liable.

2.3.3 The City's authority to review any of the Contractor's Progress Schedules, or the City's decision to raise or not to raise any objections about such Progress Schedule Submittals, shall not impose on the City any responsibility for the timing, planning, scheduling or execution of the Work, nor in any way give rise to any duty or responsibility on the part of the City to exercise this authority for the benefit of the Contractor, any Subcontractor or Supplier, or any other party.

2.3.4 Neither the City's authority to review the Contractor's certificates and policies of insurance as set forth in the Instructions to Bidders, nor the City's decision to raise or not to raise any objections about those certificates and policies, shall in any way give rise to any duty or responsibility on the part of the City to exercise this authority for the benefit of the Contractor, any Subcontractor or Supplier, or any other party.

### 2.4 No Waiver of Legal Rights:

2.4.1 The City reserves the right to correct any error in any progress payment that may have been paid. The City reserves the right, should proof of *defective* Work be discovered after final payment, to claim, and recover from the Contractor and his surety, or either of them, sufficient sums to correct, or remove and replace, the *defective* Work.

2.4.2 Any waiver by the City or the Official of any provision of the Contract Documents shall be in writing, and shall apply only to the particular matter concerned and not to other similar or dissimilar matters. Any waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.

## **2.5 Miscellaneous Provisions:**

2.5.1 Written communications from the **Official** to the **Contractor** will in general be issued directly to the **Contractor**. Written communications from the **Contractor** to the **Official** shall be issued to the **Official**.

2.5.2 The **City** shall make payments to the **Contractor** as provided in the Contract Documents, and as required by Law.

2.5.3 The **City** may unilaterally delay all or any part of the Work and correspondingly adjust or negotiate adjustments in Contract Price or Contract Time as permitted by M.G.L. c. 30B. Except as recognized in paragraph 5.5, only the **City** is empowered under the Contract Documents to order or cause **City**-caused delays to all or any part of the Work.

2.5.5 Decisions for which the **City** is responsible under the Contract Documents shall be made promptly and, in any event, within thirty (30) days after receipt of written submission but if a decision requires extended investigation and study, it will be made as permitted by M.G.L. Chapter 30, Section 39P.

## **2.7 Rights to Data**

All data consisting of, but not limited to plans, drawings designs, specifications, computer programs, technical reports and operating manuals delivered, developed or produced or paid under the requirements of the Contract Documents shall be the property of the **City**. The **City** maintains all rights to such data including the right to use, duplicate, and disclose, it in whole or in part, in any manner and for any purpose. If that data is copyrightable, the **Contractor** may copyright it subject to the right of the **City**. The **City** reserves a royalty-free, nonexclusive and irrevocable license to use, duplicate, publish and disclose such data, in whole or in part, and to authorize others to do so. The **City** shall include provisions to implement, maintain and effectuate the provisions of these rights in all Sub-agreements which produce copyrightable data.

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## ARTICLE 3 -THE CONTRACTOR -GENERAL PROVISIONS

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### 3.1 General Responsibility

3.1.1. The **Contractor** and all parties employed on the Work shall perform their Work in a good and workman like manner and in accordance with the Contract Documents.

3.1.2. The **Contractor** shall not assign the whole or any part of the work under this Contract or any monies due or to become due hereunder without prior written consent of the **Official**. In the event that the **Contractor** assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the **Contractor** shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

3.1.3. The **Contractor** shall conform to all determinations and directions of the **Official** in accordance with provisions of the Contract Documents concerning all questions which may arise relating to the Work.

3.1.4 The **Contractor** shall comply with and give all notices required by laws, ordinances, codes, rules and regulations and lawful orders of public authorities applicable to performance of the Work.

### 3.2 Review of the Contract Documents:

3.2.1. Before undertaking each part of the Work, the **Contractor** shall study and compare the Contract Documents with each other, verify pertinent figures and applicable field measurements, and coordinate related requirements for dependent Work such as location, dimensions, fit, completeness, consistency, etc.

3.2.2. The **Contractor** shall notify the **Official** in writing of any conflict, error or omission in the Contract Documents the **Contractor** recognizes, and shall obtain a written interpretation or clarification from the **Official** before proceeding with any affected Work. Unless authorized by the **Official** in writing, any work done by the **Contractor** prior to obtaining that interpretation or clarification which is directly or indirectly affected by same, will be at the **Contractor's** risk and the **Contractor** shall bear all resulting costs and delays. The **Contractor** shall be responsible for any costs or delays resulting from any unnecessary requests for clarification submitted to the **Official** by the **Contractor** that can be determined from the Contract Documents.

3.2.3. If the **Contractor** performs Work which involves a conflict, error or omission, he shall assume responsibility for that performance and shall bear all resulting costs and delays, as long as he actually recognized the conflict, error, or omission or if he should have reasonably have recognized it by reason of, but not limited to, the **Contractor's** Bid estimate or usage of the trade.

### 3.3 Supervision and Project Management:

3.3.1. The **Contractor** shall supervise and direct the Work competently, applying the skills, expertise and attention necessary to perform the Work in accordance with the Contract Documents. The **Contractor** shall be solely responsible for any means, methods, techniques, sequences and procedures applicable to the Work, unless a specific means, method, techniques, sequence or procedure is indicated in or required by the Contract Documents. The Contractor shall be responsible to the **City** for acts and omissions of the Contractors' employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the **Contractor** or any of its subcontractors. The **Contractor** shall be responsible to see that the finished Work complies accurately with all of the Contract Documents and all approved Submittals.

3.3.2. The **Contractor** shall at all times keep on the site a competent resident superintendent, properly licensed, for the entire Work and a competent foreman for each specialty trade. The superintendent shall not be assigned or replaced without written notice to the **Official**. If the **Official** objects to the **Contractor's** superintendent, whether initially or otherwise, the **Contractor** shall submit a replacement superintendent at no increase in Contract Price or Contract Time. The superintendent shall be the **Contractor's** representative at the site and have authority act on his behalf.

3.3.3. The **Contractor's** project superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings, as requested by the **Official** at no increase Contract Price.

3.3.4. The **Contractor** shall, upon written request of the **Official**, remove from **City** premises and replace all individuals in the **Contractor's** employ whom the **Official** determines to be disorderly, careless or incompetent or to be employed in violation of the terms of the Contract Documents.

### **3.4 Personnel, Materials and Equipment:**

3.4.1 The **Contractor** shall provide competent, properly licensed, suitably qualified and reliable personnel to perform the Work as required by the Contract Documents. The **Contractor** shall at all times enforce strict discipline and maintain good order at all Work sites.

3.4.2. Unless otherwise provided in the Contract Documents, the **Contractor** shall furnish, pay for and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water (including water for testing, flushing, and construction), sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

3.4.3. All materials and equipment shall be of good quality and new, unless otherwise allowed, and the **Contractor** shall furnish satisfactory evidence (including reports of required tests) as to their kind and quality. Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned following the manufacturers' and Suppliers' instructions, unless otherwise provided in the Contract Documents. All materials and equipment shall be properly protected against damage throughout the furnishing and performance of the Work so that they remain of good quality and in the as-new condition. For each item, the **Contractor** shall furnish complete information as to preventive maintenance and operating requirements, parts lists in sufficient detail to facilitate ordering replacements, and any applicable special condition. Should the manner or method of installation, specified performance or test results be contrary to the manufacturer's recommendations, the **Contractor** shall promptly notify the **Architect** in writing of that conflict before proceeding with that Work; otherwise, he shall be deemed to have certified that Specifications will be met by the materials or equipment.

### **3.5 Wage Rates:**

3.5.1. The rate per hour of the wages to be paid to mechanics and apprentices, teamster, chauffeurs, or laborers on the Work to be performed under this Contract shall be not less than the rate of wages in the schedule entitled "Schedule of Prevailing Wage Rates," as determined by the Department of Labor and Workforce Development of the Commonwealth of Massachusetts. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. The **Contractor** shall keep posted on the site of the Work a legible copy of said schedule of Minimum Wage Rate and Health and Welfare Fund and Pension Fund Contributions. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council. Wherever rates for journeymen or apprentices are not listed, and if any other labor is not included in this list, the **Contractor** shall insert the rates of all those employed on the Work.

3.5.2. The **City** shall pay any reserve police officers employed on the Work.

3.5.3. The **Contractor** shall keep on file at the site the wage rates and classifications of all labor employed in the work in order that they may be available for inspection by the **Official** or the **Architect**.

### **3.6 Working Hours:**

3.6.1. No laborer, workman, mechanic, foreman, or inspector working within the Commonwealth in the employ of the **Contractor**, Subcontractor, or others shall be required or permitted to work more than 8 hours in any one day, or more than 48 hours in any one week, or more than 6 days in any one week, except in cases of emergency.

3.6.2. Unless otherwise required under the Contract Documents, or directed in writing by the **Official**, all Work shall be performed during the regular working hours. However, if the **Contractor** desires to carry on the work outside of regular working hours or on Saturdays, Sundays, federal legal holidays, or City recognized holidays, he may submit application to the **Official** no less than 48 hours in advance to date and time of such work. The Contractor shall allow ample time to enable satisfactory arrangements to be made for inspecting work in progress and shall bear all costs with respect thereto. Any approval by the **Official** of the **Contractor's** request for carrying out Work outside of regular working hours, overtime or shift Work, or any schedule acceleration measures will not be grounds for any increase in Contract Price or an extension in Contract Time. The Contractor shall also be aware of the time restrictions imposed on construction activities by the City's Noise Ordinance, Sec. 20-13 of the City of Newton Revised Ordinances, and shall apply for permits for exemptions when work will exceed the time restrictions.



### 3.7 Equal Employment Opportunity:

3.7.1. The **Contractor** shall assume, and shall require each Subcontractor to assume, the obligation to take whatever affirmative actions are necessary to ensure that employees and applicants for employment under this Contract, are treated equally irrespective of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age or ancestry. The term "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or otherwise; selected for training including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid-off; and terminated.

3.7.2. Neither the **Contractor** nor any Subcontractor shall discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, age, or ancestry.

3.7.3. The **Contractor** and all Subcontractors shall carry out the requirements pertaining to equal employment with the diligence that they apply to any other part of the Contract.

### 3.8 Instruction Relating to Existing Conditions:

3.8.1 The **Contractor** represents that he has read the Contract Documents and is fully informed in regard to all provisions thereof, including without limitation, the drawings, Contract Time and the provisions for liquidated damages, and that he has visited the premises described in the Contract Documents and made his own examination of the place where the Work is to be performed and of all conditions pertaining to the Work and has made his own estimates. The **Contractor** agrees that he shall not hold the **City**, its agents or employees responsible for or bound by any schedule, time period, estimate, sounding, boring, or any plan of any thereof and shall assume all liability for the prosecution of the Work and shall bear all losses resulting to him in such prosecution of the Work. No claim for an increase in Contract Price or other damages or any other claim other than for an extension in Contract Time shall be made or asserted against the **City** by reason of any delays unless specifically allowed by the Contract Documents or required by law. The **Contractor** shall not be entitled to an increase in the Contract Price or to compensation of any kind from the **City**, including extended site and home office overhead, for direct, indirect, consequential impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption or interference from any cause whatsoever. This provision shall not preclude recovery of damages by the **Contractor** for hindrances or delay due solely to fraud or bad faith on the part of the **City** or its agents. Otherwise, the **Contractor** shall be entitled only to a non-compensable extension to the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent provided above.

3.8.2 If, during the progress of the Work, the **Contractor** or the **City** discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the **Contractor** or the **City** may request an equitable adjustment in the Contract Price applying to Work affected by the differing site condition. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a **Contractor**, or upon its own initiative, the **City** shall make an investigation of such physical conditions and, if they differ substantially or materially from those shown on the plans, or indicated in the Contract Documents, or from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the plans and Contract Documents and are of such a nature as to cause an increase or decrease in the cost or performance of the Work or a change in the construction methods required for the performance of the Work which results in an increase or decrease in the cost of the Work the **City** shall make an equitable adjustment in the Contract Price and the Contract shall be modified in writing accordingly.

### 3.9 Materials, Inspection, Disposition and Suitable Storage:

3.9.1 Unless otherwise stated in the Specifications, or noted on the Drawings, all materials and equipment shall be new and in manufacturer's original containers, clearly marked as to contents. Upon delivery of materials, copies of the delivery receipts shall be given to the **Official**.

3.9.2 The **Contractor** shall allow the **Official** to examine materials, and he shall furnish labor and equipment to assist in such examination with no change in Contract Price.

3.9.3 The **Contractor** shall store all delivered materials in proper locations which will not interfere with the Work. If any stored materials are rejected, a notice of rejection will be given to the **Contractor** by the **Official** in writing. Upon receipt of a rejection notice, the **Contractor** shall, within twenty-four (24) hours thereafter, proceed to remove all such rejected materials from the site, and completely remove such materials within five (5) working days.

3.9.4 Should the **Contractor** install, or permit the installation of, any materials which have not been inspected prior to installation, the **Contractor** shall be held fully responsible therefor, and if such installed materials are rejected after inspection by the **Official**,

the **Contractor** shall, take down all portions of the Work containing rejected materials, remove all such materials from the site, and replace the rejected materials accordingly at no increase in Contract Price.

3.9.5 The **Contractor** shall provide for the protection and orderly keeping of materials, and shall provide sufficient heat and cooling to prevent damage to said materials.

3.9.6 No determination by the **Official** regarding materials and/or equipment which are not incorporated in the Work, but are suitably stored on the site, or at some other location approved in writing by the **Official**, whether or not payment by the **City** to the **Contractor** on behalf of all or any part of said materials and/or equipment has been made, shall relieve the Contractor of his obligation to bring the work to Final Completion, at no change in the Contract Price.

3.9.7 In no event shall materials and/or equipment be considered delivered and suitably stored at the site, or some other location approved in writing by the **Official**, for the purposes defined under Article 8 unless in the judgment of the **Official**, the materials and/or equipment are actually scheduled for prompt use, meet the requirements of the Contract Documents, and that the **Contractor** can and will, at his expense, adequately protect and insure the materials and/or equipment until they are incorporated in the Work. No payment will be made by the **City** for related storage charges, insurance and/or costs and expenses.

### **3.10 Existing Utilities:**

3.10.1 If existing utility lines, which are indicated in the Contract Documents are damaged by the **Contractor**, including without limitation, cables, ducts, conduits and piping, they shall be immediately repaired, protected, and maintained in use until relocation of same has been completed, or shall be cut or capped or prepared for service connections, as the Contract Documents require, unless they are to be abandoned in accordance with the Contract Documents.

3.10.4 The **Contractor** shall notify the **Official** in writing, not less than three (3) business days in advance of the proposed time for shutting down or interrupting of any utilities, services, or facilities which may affect the operation of other buildings, services or facilities of the **City** or the **City's** other contractors. In no case shall any shutdown or interruption of any utilities, services, or facilities be made without the prior written approval by the **Official**. Unless otherwise authorized in writing by the **Official**, the Contractor shall so schedule and coordinate his work that such interruption will occur on weekends, holidays, or before or after the normal working day of the **City's** Facilities. All costs and expenses, including outage costs and back charge costs, shall be borne by the **Contractor**.

### **3.11 Maintenance of Site:**

3.11.1 At all times prior to Final Completion, the **Contractor** shall keep all sites free from accumulation of waste materials or rubbish.

3.11.2 The **Contractor** shall be responsible for the protection of all completed Work, and for repairing, replacing or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in perfect condition in accordance with the Contract Documents at the time of Substantial Completion.

3.11.3 At the end of each work week, the **Contractor** shall thoroughly clean the sites of all rubbish and debris of any nature, and remove such from the sites. The **Contractor** shall thoroughly clean the entire Project and sites. Specific cleaning requirements, prior to final inspection, shall be as set forth in Division 1 of the Technical Specifications.

3.11.4 Immediately prior to final inspection by the **Official**, the **Contractor** shall thoroughly clean the entire Project and sites.

3.11.5 The **Contractor** shall confine equipment, the storage of materials and equipment, and the operations of workers to those lands, rights-of-way and easements identified in and permitted by the Contract Documents, and shall not unreasonably encumber any premises with materials or equipment. The **Contractor** shall assume full responsibility for any damage to those lands including properties and fixtures, rights-of-way and easements or to the owners or occupants of any adjacent lands or access, resulting from execution of the Work. The **Contractor** shall defend, indemnify and hold harmless the **Owner** from and against all claims arising out of or resulting from any damage to any such land, or to any adjacent lands, including loss of use.

3.1.6 The **Contractor** shall keep the premises free accumulations of waste materials, rubbish and other debris. Upon the completion of the Work, the **Contractor** shall remove waste and surplus materials, rubbish, debris, tools and equipment, and shall leave the site clean and ready for occupancy by the **City**. The **Contractor** shall restore to original condition all property. If the **Contractor** fails to comply with this requirement, the **City** may do so, in which case the **Contractor** shall reimburse the **City** for all costs incurred by the **City**.

3.11.7 The **Contractor** shall not load or permit any part or any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will damage and



endanger the Work or adjacent property, or both.

### **3.12 Inspection and Testing of the Work:**

3.12.1 All materials, equipment and workmanship shall be subject to inspection and testing by the **Official** and his authorized representatives, for conformance with the requirements of the Contract Documents.

3.12.2 If the Contract Documents, laws, codes, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved, the **Contractor** shall give the **Official** timely written notice of its readiness and of the date arranged so the **Official** may observe such inspection, testing or approval. The **Contractor** shall bear all costs of such inspections, tests and approvals unless otherwise provided in the Contract Documents.

3.12.3 Inspection and testing by the **City** or its representative, or by any other person, shall in no event reduce or remove the **Contractor's** responsibility for compliance with the full intent and requirements of the Contract Documents.

3.12.4 The **Contractor** must anticipate any and all time required for the testing, inspection and approval of material before incorporation into the Work. No increases in Contract Price or Time will be permitted for losses or delays attributable thereto.

3.12.5 After testing or inspection should any materials or portion of the Work be found *defective* and not conforming to the Contract Documents, such materials or portion of the Work shall be promptly removed, replaced and made to conform to the requirements of the Contract Documents by the **Contractor** at no increase in Contract Price or Contract Time.

### **3.13 Claims by the Contractor for Loss or Injury:**

3.13.1 If the **Contractor** claims any loss or injury resulting to him from any act, omission, or neglect of the **City**, its agents or employees, the **Contractor** shall in strict compliance with all of the requirements of Article 9, and in any event no later than thirty (30) days after the loss or injury that gives rise to the claim, deliver to the **Official** a written statement of the loss or injury in the form of a clearly marked Notice of Claim. Under no circumstances will any reimbursement be made to the **Contractor** unless the **Contractor** shall have delivered the timely written Notice of Claim in accordance with the requirements of this paragraph and Article 15.

3.13.2 The **Contractor** shall have no right to recover damages for any claims or any loss or injury resulting from Work not being performed in conformance with the Contract Documents.

3.13.3 The **Contractor** shall bear all losses resulting from any cause both before Final Completion, and after Final Completion if the Work or any part of the Work fails to conform to the Contract Documents.

### **3.14 Responsibility for Labor, Material and Equipment Costs:**

The **Contractor** shall pay and be exclusively responsible for all debts for labor and material contracted for by the **Contractor**, for the rental of any appliance or equipment hired by the **Contractor** and/or for any expense incurred on account of the Work.

### **3.15 Conflict of Interest:**

The **Contractor's** attention is called to M.G.L. Chapter 268A the Conflict of Interest Law. The **Contractor** shall not act in collusion with any **City** officer, agent, employee or any other party, nor shall the **Contractor** make gifts regarding this Contract or any other matter in which the **City** has a direct and substantial interest.

### **3.16 Emergencies:**

In emergencies affecting the safety or protection of persons or the Work or property at or adjacent to a site, the **Contractor**, without special instructions or authorization from the **Official**, is obligated to act to prevent threatened damage, death, injury, or loss. The **Contractor** shall give the **Official** written notice within forty-eight (48) hours of any changes in the Work resulting from the action taken. If the **Official** concurs, the **Official** shall authorize the required changes in accordance with Articles 11 and 12, and, unless the emergency was due in whole or in part to the fault or negligence of the **Contractor**, correspondingly adjust the Contract Price or the Contract Time.

### **3.17 Quality Control:**

3.17.1 The **Contractor** shall establish a quality control system and submit the procedure to the **Official** to insure sufficient supervision, inspection and testing of all items of Work, including those of Subcontractors and Suppliers, and to control conformance to the applicable Specifications and Drawings with respect to product, workmanship, construction, maintenance

while idle, finish, functional performance and identification. The **Contractor's** quality control system shall include checking, approval and coordination of Submittals and the surveillance of all specified tests. Nothing contained in these quality control requirements shall be construed as limiting the obligations of the **Contractor** under the Contract Documents.

3.17.2 The **Contractor's** quality control system shall specifically incorporate the responsibility for checking all aspects of the Work including, but not limited to the **Contractor**-established elevations, the location of all underground pipelines and electrical conduits before covering begins, all reinforcing steel before pouring concrete, and any other items of Work which cannot be located and inspected without uncovering once the particular part of the Work is complete. Data so obtained shall be recorded on the record documents.

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## ARTICLE 4 - PROJECT COORDINATION

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### 4.1 General Coordination:

The **Contractor** shall be responsible for the entire Project operations and shall properly coordinate the work of all trades and give all customary and proper assistance to all Subcontractors.

### 4.2 Subcontractor Coordination and Communications:

4.2.1 All communications and information to and from Subcontractors shall be through the **Contractor**.

4.2.2 If Work to be performed by the **Contractor** directly or through a Subcontractor, is dependent upon previously placed Work, the **Contractor** shall supply and/or install items to be built into the dependent Work, examine dependent Drawings or Specifications, and examine, check and verify dependent dimensions of previously placed Work. The **Contractor** shall notify the **Architect** of previously placed dependent Work which is unsatisfactory or will prevent a satisfactory installation of other Work. Installation of Work by the **Contractor** directly or through a Subcontractor, in any given area, shall constitute acceptance by the **Contractor** of all previously placed dependent Work.

### 4.3 Coordination with other Contractors:

The **Contractor** shall coordinate his operations with those of the **City's** other contractors if they are on, about, or adjacent to, any Project site. Cooperation will be required with respect to access to the Project site in the arrangement for the storage of materials, and in the detailed execution of the Work.

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## ARTICLE 5 - PROSECUTION AND COMPLETION

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### 5.1 Progress and Completion:

5.1.1 The Date for Commencement of the Contract Time shall be the date of execution of the Contract by the **Official**, unless otherwise directed in writing by the **Official**.

5.1.2 The **Contractor** shall commence the Work no earlier than the date of execution of the Contract by the **Official**, and shall prosecute and complete the Work regularly, diligently, and uninterruptedly at such rate or progress as will ensure Substantial Completion and Final Completion within the Contract Time(s).

5.1.3 Neither the **Contractor** nor the **City** shall be liable for any damages sustained by either party due to a failure to perform the Work under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a natural disaster (flood, hurricane, or earthquake); a state of war, an imminent security threat, acts of enemies, embargoes, labor strikes, provided that the **Contractor** has notified the **Official** in writing of such cause within fourteen (14) days after its occurrence.

### 5.2 Compliance with Contract Time Requirements:

5.2.1 The **Contractor** shall prosecute the Work with the diligence necessary to ensure its completion within the Contract Time. The **Contractor** shall provide sufficient labor, materials and equipment, and shall promptly undertake appropriate action to recover schedule, as may be necessary to comply with the Contract Time requirements. Except as otherwise may be permitted by the Contract Documents, all Work at the site shall be performed during normal working hours, unless the **Contractor** has obtained the **City's** prior written consent.

5.2.2 Normal working hours shall be as per the **City's** Noise Ordinance, secs. 20-13--20-19 of the Revised Ordinances of the City of Newton, or based on a schedule beginning no earlier than 7:00 A.M. and ending no later than 7:00 P.M. on weekdays (excluding legal holidays), but not exceeding forty-eight (48) hours per week. If Work during other than normal working hours is scheduled by the **Contractor**, he shall reimburse the **City** for all of the **City's** associated extra costs; such costs to include, but not necessarily limited to, the **Architect's** related charges to the **City** and other costs assessed against or incurred by the **City** as designated in the Contract Documents, and if not designated, which the **Contractor** could reasonably have been expected to be aware of.

5.2.3 No Work shall be performed in other than daylight conditions unless adequate lighting has been provided by the **Contractor** after securing all required written approvals.

5.2.4 The **Contractor** shall carry on the Work and adhere to the schedule during all disputes or disagreements with the **City**. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The **Contractor** shall exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause delays.

### 5.3 Substantial Completion; Partial Completion:

5.3.1 When the **Contractor** considers that (a) the entire Work, or (b) a portion of the Work, for which a Contract Time for Substantial Completion has been specified in the Contract Documents, has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, the **Contractor** shall notify the **City** in writing that the **Contractor** considers the Work substantially complete, or that portion of the Work substantially complete as the case may be. Within a reasonable time after receipt of any such notice from the **Contractor** the **Official** shall inspect the Work or designated portion of the Work to determine the status of completion. If the **Official** does not consider (a) the Work substantially complete, or (b) the portion of the Work inspected substantially complete, the **Official** will, within thirty (30) days after the inspection, present in writing to the **Contractor** an itemized list of incomplete and unsatisfactory Work sufficient to demonstrate the basis for that determination.

5.3.2 If the **City** considers the Work substantially complete, the **City** will, within twenty-one (21) days of receipt of the **Contractor's** certification, present to the **Contractor** a written declaration that the Work has been substantially completed. Such declaration shall fix a date of Substantial Completion and may attach a preliminary list of minor incomplete or unsatisfactory items not impairing the usefulness of the Work as the **City**, with the advice of the **Architect**, believes justifiable which shall be completed or corrected by the **Contractor** before the **City** considers the Work acceptable and ready for final payment.

7.3.3 In the event that the **City** fails to respond, by presentation of a written declaration or itemized list, to the **Contractor's**

certification within the twenty-one (21) day period, the **Contractor's** certification shall take effect as the **City's** declaration that the Work has been substantially completed. The term "substantially complete" as applied to any Work refers to Substantial Completion.

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## ARTICLE 6 - LEGAL REQUIREMENTS AND INSURANCE

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### 6.1 Laws; Permits and Licenses:

6.1.1 The **Contractor** shall become familiar with and comply with all applicable Laws, and shall give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. Unless otherwise expressly stated, references in the Contract Documents to Laws shall mean the current version or edition of the Law. Unless expressly required by Law, the **City** shall not be responsible for monitoring the **Contractor's** compliance with any Laws. If the **Contractor** believes the Contract Documents deviate from the requirements of any permits, codes or Laws, the **Contractor** shall give the **Architect** and the **City** prompt written notice. If the **Contractor** performs any Work knowing or having reason to know it is contrary to any permits, codes or Laws, the **Contractor** shall bear responsibility for all resulting cost and delay. Except as provided in paragraph 10.1.3, the **Contractor** shall bear responsibility for all costs and delays arising from these obligations.

6.1.2 The **Contractor** shall obtain and pay for all legally required permits and licenses, and the **Contractor** shall pay all governmental charges, impact fees, inspection fees and other fees necessary for the prosecution of the Work including Work involved in a Change Order, Change Authorization or claim. The **Contractor** shall meet all requirements of those permits, licenses and fees. If the **Official** has obtained any permits or licenses, the **Contractor** shall meet all requirements of those permits and licenses. The **Contractor** shall pay all charges of utility Officials for connections to the Work. Except as provided below, the **Contractor** shall bear all costs and delays arising from these responsibilities.

### 6.2 Taxes:

6.2.1 Except as otherwise provided in the Instructions to Bidders, the **Contractor** shall pay all sales, consumer, use and other taxes assessed against the **City** or the **Contractor** in accordance with Laws covering the Work. The **Official** shall make an adjustment in Contract Price for any increased taxes covering the Work paid by the **Contractor**, provided that those increases in taxes were enacted after the date of Bid opening. The **City of Newton** is exempt from Massachusetts Sales Tax. The Certificate of Exemption Number is E-046-001-404.

6.2.2 M.G.L. Chapter 64, §6(f) exempts, from Massachusetts sales tax, materials and supplies consumed, employed or expended in the Work, materials and supplies physically incorporated in the Work, and rental charges for construction vehicles and equipment rented specifically for use on the Work or while being used exclusively for the transportation of materials for the Work.

### 6.3 Payment Bond:

The **Contractor** shall furnish a Payment Bond with good and sufficient surety, in an amount equal to 50% of the Contract Price. Such bond shall be in the form specified in the Contract Documents, and shall only be issued by a surety currently licensed to do business by the Commonwealth of Massachusetts Division of Insurance and appearing on the current U.S. Treasury Circular 570 List of Approved Sureties and remain in effect until the end of the Work. Attorneys-in-Fact who sign Bonds shall attach a certified copy of their Power of Attorney to conduct business in the Commonwealth of Massachusetts.

### 6.4 The Contractor's Insurance-General:

6.4.1 The insurance the **Contractor** shall purchase and maintain at his expense shall include the coverage required by the laws of the Commonwealth of Massachusetts as well as that specified in this Article, and be written for not less than the limits of coverage required in this Article or as required by the laws of the Commonwealth of Massachusetts. Deductible amounts shall be reduced or eliminated upon the **Official's** written request. The insurer's costs of providing the insured(s) a defense and appeal, including attorney's fees, may not be included in, and shall be in addition to, the limits of the policy coverages. Certificates of Insurance must be delivered to the **Official** before any work is started, and shall be in the form required by Paragraph 7.1.4 and in the coverages and minimum policy limits required in this Article.

6.4.2 The **Contractor** shall not start or continue to perform any Work unless he has in full force and effect all required insurance; nor shall he allow any Subcontractor or Supplier to perform any Work until that Subcontractor or Supplier has in full force and effect all required insurance or the **Contractor's** insurance has been endorsed to add that Subcontractor or Supplier as an additional insured.

6.4.3 Insurance shall only be provided by insurers licensed to transact business in the Commonwealth of Massachusetts.

6.4.4 Deductible amounts shall be reduced or eliminated upon the **Official's** written request. The insurer's costs of providing the insureds a defense and appeal, including attorney's fees, may not be included, and shall be in addition to, the limits of the coverage

provided.

6.4.5 All the policies of insurance shall be endorsed to provide that the coverage afforded will not be canceled, adversely changed or renewal refused until the expiration of at least thirty (30) days prior written notice to the **Official** by registered mail. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed prior to its expiration, and a renewal certificate filed with the **Official** at least fifteen (15) days prior to expiration.

6.4.6 If any of the **Contractor's** sureties or insurers is declared bankrupt or placed into receivership, ceases to meet the requirements of the Contract Documents, or its license to do business in the Commonwealth of Massachusetts is terminated, the **Contractor** shall immediately substitute other bonds/sureties or insurers/policies, which shall conform to the requirements of the Contract Documents, and shall file the appropriate bonds or certificates of insurance with the **Official**.

6.4.7 The required insurance coverages shall be placed with insurance companies licensed by the Commonwealth of Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of "A"; shall be taken out before the Contract Time commences and be kept in full force and effect throughout the term of the Contract; shall be primary and non-contributory to any coverages maintained by the **City**; and shall require that the **City** be given thirty (30) days advance notice in the event of any cancellation or any materially adverse change in coverage. All such insurance shall be written on an occurrence basis form as opposed to a claims-made basis form. The **City** shall be named as an additional insured under the Commercial General Liability, Umbrella, Automobile Liability, Pollution Liability and Builders Risk policies. Additional insured form ISO CG 20-10 11/85 or equivalent, and Waiver of Subrogation in Favor of Owner form ISO CG2404 is required under the General Liability and Umbrella policies. The Workers' Compensation and Employers' Liability policies shall include a waiver of subrogation in favor of the **City**. All such insurance as is required of the **Contractor** shall be provided by or on behalf of all Subcontractors to cover their operations. The **Contractor** shall be held responsible for any modifications, deviations or omissions in compliance with these requirements by the Subcontractors. At the inception of the Contract and throughout the term of the Contract the City shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide the coverages required.

## 6.5 The Contractor's Liability Insurance:

6.5.1 The **Contractor** shall purchase and maintain commercial general liability and other insurance appropriate for the Work and which will provide protection from claims itemized below which may arise out of or result from the **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract Documents, whether the Work and other obligations will be performed or furnished by the **Contractor**, any Subcontractor or Supplier. The amounts of the commercial general liability insurance policy shall be as follows:

1. Bodily Injury	\$1,000,000 each occurrence
2. Property Damage	\$2,000,000 general aggregate, per project
3. Products & Completed Operations	\$1,000,000 annual aggregate
4. Personal & Advertising Injury	\$1,000,000 each occurrence
5. Medical Expenses	\$10,000

The commercial general liability policy shall include coverage relating to explosion, collapse, and underground property damage.

The **Contractor** shall also provide insurance coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The **City** shall be named as an additional insured and the amount of coverage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.5.2 The **Contractor's** liability insurance shall include contractual liability coverage sufficient to cover to the **Contractor's** indemnification obligations under the Contract Documents. The **Contractor** agrees to pay on behalf of the **Official**, and to provide and pay a defense for all claims covered by the **Contractor's** obligations under the indemnification provisions.

6.5.3 **Contractor's** liability insurance shall remain in effect until the end of the Correction Period and at all times after that when the **Contractor** may be correcting, or removing and replacing *defective* Work. The Products and Completed operations insurance shall be maintained for two (2) years after final payment. Evidence of insurance shall be furnished to the **Official** upon request and no less frequently than yearly.

6.5.4 These requirements shall not be construed to limit the liability of the **Contractor** or his insurers. The **City** does not represent that the specified coverages or limits of insurance are sufficient to protect the **Contractor's** interests or liabilities.

6.5.5 If the **City** or the **Contractor** suffers injury or damage to person or property because of error, omission or act of the other,



any of the other's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observation of that injury or damage. This provision is not and shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

## **6.6 Waiver of Rights:**

6.6.1 The **City** and the **Contractor** waive all rights against each other for all losses and damages caused by any of the perils covered by the insurance provided in response to the requirements of this Article and any other insurance applicable to the Work and also waive all such rights against the **City**, and all other persons named as insureds or additional insureds in such policies for losses and damages so caused. Each Sub-agreement shall contain similar waiver provisions by the Subcontractor or Supplier in favor of the **City**, the **Architect**, and all other parties named as insureds or additional insureds. None of these waivers shall extend to the rights that any of the insured may have to the proceeds of insurance held by the **City** as trustee or otherwise payable under a policy so issued.

6.6.2 The **City** and the **Contractor** intend that any policies of insurance shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered. Accordingly, all such policies shall be endorsed to provide that in the event of payment of any loss or damage the insurer will have no rights of subrogation or other recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by the **Architect** or the **City's** and the **Architect's** consultants, the **City** will obtain separate waiver forms, and if such forms are required of any Subcontractor or Supplier, the **Contractor** will obtain them.

## **6.7 Receipt and Application of Proceeds:**

6.7.1 Any insured loss under the policies of property insurance required by this Article will be adjusted with the **City** and made payable to the **City** as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 6.7.2. The **City** shall deposit in a separate account any money so received, and shall distribute it in accordance with any agreement that the parties in interest may reach. If no other distribution agreement is reached the damaged Work shall be repaired or replaced, the monies so received applied for that purpose, and the Work and the associated costs covered by Change Order.

6.7.2 The **City** as trustee shall have power to adjust and settle any loss with the insurers, unless one of the parties in interest objects in writing within fifteen (15) days after the occurrence of loss to the **City's** exercise of this power. If an objection is made, the **City** as trustee shall settle with the insurers pursuant to any agreement the parties in interest may reach.

## **6.8 Indemnification:**

6.8.1 To the fullest extent permitted by law the **Contractor** shall assume the defense of and hold the **City**, its officers, agents and employees harmless from all suits and claims against them, or any arising from the use of any invention, patent or patent right, and by or from any act or omission or neglect for the **Contractor**, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.8.2 For any and all claims against the **City** or any of its officers, agents, or employees by an employee of the **Contractor**, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the **Contractor** shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the **Contractor** or any **Contractor** under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

6.8.3 To the fullest extent permitted by law the **Contractor** shall defend, indemnify and hold harmless the **City** from and against all claims for bodily injury, sickness, disease, or death, or injury to or destruction of property, including loss of use, which claims arise out of, relate to, or are in any way connected with: the Work; the failure of the **Contractor** or any Subcontractor to provide a safe work place; or noncompliance with Law by the **Contractor**, any Subcontractor or Supplier. With respect to all claims against the **City** by any employee of the **Contractor**, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the **Contractor**, any Subcontractor or Supplier under worker's compensation, disability benefit or other employee benefit acts.

## **6.9 Non-Conforming Bonds or Insurance:**

If any of the **Contractor's** surety(ies) or insurer(s) is declared bankrupt, placed into receivership or otherwise becomes insolvent, or ceases to meet the requirements of the Contract Documents, or its license to do business in the Commonwealth is terminated, the **Contractor** shall at once substitute another bond and surety, or insurer and policy, which shall conform to the requirements of the Contract Documents.

## **6.10 Medical and Sanitary Requirements:**

6.10.1 The **Contractor** shall promptly and fully comply with all sanitary and medical requirements as may from time to time be promulgated so that the health of all workers, local communities and persons residing on or near the Work may be preserved and safeguarded. The **Contractor** shall dismiss, and shall not rehire, any person who violates sanitary and medical requirements.

6.10.2 The **Contractor** shall rigorously prohibit the committing of nuisances upon the lands of the **City** or upon adjacent property. Structures for the sanitary necessities of all persons employed on the Work shall be provided and maintained by the **Contractor**.

6.10.3 As to health and sanitation, the **Contractor** shall promptly and fully comply with the Laws and Regulations of the State Department of Public Health, and those of all other local Authorities. The **Contractor** shall provide all articles necessary for first aid, and he shall make proper and satisfactory provisions for the transportation of sick and injured employees to, and their care at, established hospitals in the vicinity of the Work.

## **6.11 No Conflict with Laws or Regulations:**

The duties, obligations, criteria or procedures imposed by these General Conditions and the rights and remedies made available are in addition to, and not in any way a limitation of, any rights and remedies which are otherwise made available or imposed by Laws or Regulations, except that in the event a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations conflict, the specific part or detailed requirement of such provision, criterion or procedure imposed or available by Laws or Regulations in conflict shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

## **6.12 Notice and Service:**

6.12.1 Unless otherwise specified in the Contract Documents, any notice or communication shall be in writing, and shall be deemed to have been given as of the time of actual receipt.

6.12.2. Any notice or other communication to the **Contractor** shall be sufficiently given if delivered to the intended individual, officer or partner of the **Contractor** in person or at the office of the **Contractor** designated in the Contract.

6.12.3 All notices or other communication to the **Official** shall, unless otherwise specified in writing to the **Contractor**, be sufficiently given if delivered to the intended individual in person or at the office designated in the Contract.

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## ARTICLE 7 - GUARANTEES

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### 7.1 General Guarantees:

7.1.1 In consideration of the execution of this Contract by the **City** and the Contract Price herein stipulated to be paid and received for the performance of the work, the **Contractor** binds and obligates himself and agrees to bring all portions of the Work under this Contract to completion in accordance with the Contract Documents and within the Contract Time, free of all defects of material and workmanship, and guarantees that the Work shall remain free of all defects of material and workmanship for a period of one year from the date of Substantial Completion. The **Contractor** guarantees, on written notice from the **Official**, to immediately repair and make good, or cause to be repaired and made good, at the **Contractor's** expense, all defects of material or workmanship in the Work and to pay for or cause to be paid for any damage to other work resulting therefrom, or from the repair thereof which may develop during the period of one year from the date of Substantial Completion.

7.1.2 Warranties for all specified or substitute items of materials and equipment shall include a certification endorsed by the **Contractor** warranting their merchantability, and that they are functionally suitable and fit for their intended purpose.

7.1.3 The warranties, guarantees and obligations for correction of Work specified in this Article are in addition to and not in limitation of any other specific remedies provided in the Contract Documents or by Laws or Regulations.

### 7.2 Tests and Inspections:

7.2.1 The **Official**, its representatives, testing agencies and Public Authorities or Agencies with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. The **Contractor** shall provide proper and safe conditions for such access. The **Contractor** shall give the **City** timely notice of readiness of, and access to, the Work for all required inspections, tests, or approvals. Test, inspections or approvals shall not in any way relieve the **Contractor** from his obligations to perform the Work in accordance with the Contract Documents, or to warrant and guarantee the Work as provided in the Contract Documents.

7.2.2 If a Public Authority or Agency enforces testing, inspection or approval differing from those specified, or if not specified, from those enacted on or before the date of Bid opening, necessitating an amendment to the Contract Documents, the **Official** shall authorize the required changes in the Work, together with any adjustment in Contract Price necessitated by the changes. If the Changed testing, inspection or approval causes or will cause delays which postpone, extend or in any manner alter the schedule or the completion of all or part of the Work, the **Contractor** shall absorb all of the **Contractor's** related delay, extension or acceleration costs, however caused; except that if the **Official** and the **Contractor** believe that the delays require a change in Contract Time, the **Official** shall authorize the necessary change in Contract Time **only**.

7.2.3 If any testing, inspection or approval reveals failure of any part of the Work, the **Contractor** shall not be allowed to recover any associated costs, and he shall reimburse the **Official** for all of direct, indirect and consequential costs made necessary by that failure including those of repeated procedures and compensation for the **Architect's** services.

7.2.4 Tests, inspections or approvals shall not in any way relieve the **Contractor** from the **Contractor's** obligations to perform the Work in accordance with the Contract Documents and to warrant and guarantee the Work as provided in the Contract Documents

### 7.3 Correction or Removal, or Acceptance of Defective Work:

7.3.1 If required by the **Official**, the **Contractor** shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the **City** or if any testing, inspection or approval of all or part the Work reveals failure of that part of the Work to comply with the requirements of the Contract Documents, remove it from the site and replace it at the **Contractor's** expense. If, instead of requiring correction or removal and replacement of *defective* Work, the **Official** prefers to accept it, the **Official** may do so, in which case the **Contractor** shall not be entitled to any increase in Contract Time or Contract Price, and he shall reimburse the **City** for all direct, indirect and consequential costs of the **City** incurred because of the correction or removal of or due to the **City's** evaluation and determination to accept *defective* Work.

7.3.2 If the **Official's** acceptance of *defective* Work occurs prior to final payment the **City** shall be entitled to an appropriate decrease in the Contract Price. If the acceptance occurs after that recommendation, an appropriate amount shall be deducted from the final payment, or if the final payment has been made, an appropriate amount shall be paid by the **Contractor** to the **City**.

#### 7.4 The City May Correct Defective Work:

If the **Contractor** fails within a reasonable time after written notice to correct *defective* Work or to remove and replace rejected Work as required by the **City**, or if the **Contractor** fails to perform the Work in accordance with the Contract Documents, or if the **Contractor** fails to comply with any other provision of the Contract Documents, the **Official** may, after seven (7) days' written notice to the **Contractor**, correct and remedy any such deficiency. To the extent necessary to complete corrective action, the **Official** shall have full power and authority to exclude the **Contractor** from all or part of the site, and to exercise all of the rights and remedies allowed herein or by law. The **Contractor** shall allow the **Official**, the **Official's** representatives, agents and employees whatever access to the site that may be necessary to enable the **Official** to exercise the rights and remedies under this paragraph. The **Contractor** shall not be allowed an extension in Contract Time or increase in Contract Price because of any delay in performance of the Work attributable to the exercise by the **City** of these rights and remedies, and he shall reimburse the **City** for all direct, indirect and consequential costs of the **City** in exercising such rights and remedies, such costs to include, but not be limited to, all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of defective Work, and a Change Order will be issued incorporating the necessary changes.

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## ARTICLE 8 - TERMINATION

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### 8.1 Notice of Intention to Terminate for Cause:

8.1.1. If at any time reasonable doubt of the **Contractor's** due performance arises, the **Official** may demand adequate, written assurance of due performance. In addition, the **Official**, acting on knowledge or belief, may include with the demand for assurance a written notice to the **Contractor** and surety of the **City's** intent to terminate the **Contractor's** right to complete the Work within seven (7) days, or sooner if safety to persons or property is in question, because of occurrence of any of the following events, which constitute lack of due performance and are reasonable grounds for terminating the **Contractor**.

8.1.1.1 The **Contractor** fails to complete the Work, or separable part, within the corresponding Contract Time; fails or refuses to prosecute the Work, or separable part of the Work, with the diligence required for completion within the corresponding Contract Time; or fails or refuses to supply sufficient skilled workers, materials or equipment in adherence to the Progress Schedule, as revised from time to time;

8.1.1.2 The **Contractor** admits in writing, or the **City** otherwise establishes, the **Contractor's** inability to pay his debts generally as they become due; or in response to the **City's** demand, fails to promptly provide adequate, written assurance, the adequacy of which the **City** shall be the sole judge, of due performance in accordance with the Contract Documents;

8.1.1.3 A trustee, receiver, custodian or agent of the **Contractor** is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of the **Contractor** is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the **Contractor's** creditors; or

8.1.1.4 The **Contractor** is guilty of a substantial breach of a provision of the Contract Documents.

8.1.2. Promptly after the **Contractor** receives either a demand for assurance or a notice of termination, the **Contractor** and surety shall meet with the **City** and present the plan they intend to follow to give adequate assurance of due performance to the **City** and to avoid or cure any default. If at or after the meeting, the **City** decides to allow the **Contractor** to continue prosecution of the Work to completion, that decision shall not waive the **City's** right to declare the **Contractor** in default subsequently nor affect any rights or remedies of the **City** against the **Contractor** or surety, or both, then existing or which may accrue in the future.

### 8.2 Termination for Cause:

8.2.1. If the **Contractor** at any time refuses or neglects to supply a sufficient number of properly skilled workers or of materials of the proper quality, or fails in any respect to perform the Work, or separable part of the Work, with promptness and diligence, or fails in the performance of any of the agreements herein contained, and such refusal, neglect or failure has been certified to by the **Official**, the **City** shall have full power and authority to give written notice to the **Contractor** and the surety of the **City's** intention to terminate the services of the **Contractor** seven (7) days after giving notice, or sooner if safety to persons or property is in question.

8.2.2 If the **Contractor** seeks relief in bankruptcy, or if he makes a general assignment for the benefit of his creditors, or if a receiver of his property is appointed, or if the Work to be done under this Contract is abandoned, or if this Contract or any part thereof is sublet or assigned without the previous written consent of the **Official**, or if the **Contractor** becomes insolvent, or if at any time the **Official** shall certify in writing that the **Contractor** has refused or neglected to supply a sufficient number of properly skilled workers or of materials of the proper quality, or has failed in any respect to perform the Work with promptness and diligence, or has failed in the performance of any agreements herein contained, the **City** acting by the **Official** and at his discretion, may without prejudice to any right or remedy, and after giving the **Contractor** and his surety seven (7) days prior written notice, notify the **Contractor** to terminate the Work and the **City**, acting by the **Official** and at his discretion, and without prejudice to any other remedies that the **City** may have, may thereupon by contract or otherwise, complete the Work and charge the entire expense of so completing the Work to the **Contractor**; and the **Contractor** shall not be entitled to receive any further payment under this Contract until Final Completion of the Work, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by the **City**, such excess shall be paid by the **City** to the **Contractor**. If the expense of completing the Work exceeds such unpaid balance, an appropriate credit Change Order shall be issued deducting from the Contract an amount then or thereafter due to the Contractor equal to the actual cost of correcting such deficiencies, including the City's expenses and compensation for the additional services of the Architect made necessary by such failure, refusal or default. For the purpose of completing the Work, the **City**, acting by the **Official**, may take possession of and use, or cause to be used, any materials, implements, machinery and tools of every description as may be found upon the site of the work.



### 8.3 Termination for Convenience:

8.3.1 Upon not less than seven (7) days written notice to the **Contractor** and the surety, or sooner if reasonable under the circumstances; the **Official** may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part as the **City** may deem appropriate for its convenience. Upon receipt of any such termination notice, the **Contractor** shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the termination.

8.3.2 In any such termination for the convenience of the **City**, the **Contractor** shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination, based solely on supporting documentation that is provided to the **City** by the **Contractor**, the adequacy of which will be determined by the **City** in its sole discretion; provided, however, that the payment to the **Contractor** will exclude any and all anticipated supplemental costs, administrative expenses and profit on uncompleted work; and provided, further, that if no agreement can be reached as to reasonable termination costs, the parties will follow the provisions in the Federal Acquisition Regulations, clause 52.249-2 found in 48 CFR PART 52.

8.3.3 If, after notice of termination of the services of the **Contractor** for any of the causes listed in paragraph 8.1, it is determined that the **Contractor** was not in default, the termination shall be deemed to have been for the convenience for the **City**. In such event the **Contractor** may recover from the **City** payment in accordance with this paragraph 8.3.

8.3.4 Upon any such termination for convenience, the **City** shall have full power and authority to take possession of the Work, assume any Sub-agreements with Subcontractors and Suppliers which the **City** so selects, and prosecute the Work to completion by contract or as the **City** may deem expedient.

### 8.4 Surety Default:

8.4.1 If upon receipt of a notice of termination for cause, the surety fails to perform its obligations under a bond with reasonable promptness, the **City** shall declare the surety in default under the bond in accordance with the provisions of this paragraph.

8.4.1.1 No default of the surety under the Performance Bond shall be declared however, until the expiration of seven (7) days after receipt by the surety of a written notice from the **Official** demanding that the surety perform its obligations under the Performance Bond.

8.4.1.2 If the **City** declares the surety in default, the **City** shall have full power and authority to exclude the surety and **Contractor** from the site, assume any Sub-agreements which the **City** so selects and take possession of the Work and of all the surety's and **Contractor's** tools, appliances, plant and office, and construction equipment at the site and (a) use the same to the full extent they could be used by the surety and **Contractor** (without liability to the surety or **Contractor** for trespass, rent or conversion), (b) incorporate into the Work all materials and equipment stored at the site or for which the **City** has paid the **Contractor** but which are stored elsewhere, and (c) prosecute the Work to completion by contract or as the **City** otherwise may deem expedient.

8.4.2 If the **City** has terminated the **Contractor** or defaulted the surety, any such termination or default will not affect any rights or remedies of the **City** against the **Contractor** or surety, or both, then existing or which may accrue after termination. Any retention or payment of monies due the **Contractor** or surety by the **City** will not release the **Contractor** or surety from any liability. All provisions of the Contract Documents that by their nature survive final acceptance of the Work shall remain in full force and effect after a termination for cause of the **Contractor** or default of the surety, or both, as applicable.

8.4.3 The **City** may, in its sole discretion, permit the **Contractor** or surety to continue to perform Work when the **Contractor** or surety has been terminated or declared in default for any reason. Such decision by the **City** shall in no way operate as a waiver of any of the **City's** rights under the Contract Documents or the Performance Bond, nor in the event of a subsequent default, entitle the **Contractor** or surety to continue to perform or prosecute the Work to completion.

### 8.5 The Contractor May Stop Work or Terminate:

8.5.1 To the extent permitted by Law, if through no act or fault of the **Contractor**, the **Architect** fails to act on any Application for Payment within thirty (30) days after it is submitted, or the **City** fails for ninety (90) days to pay the **Contractor** any Application for Payment sum finally determined by the **Architect** and **City** to be due, then the **Contractor** may, upon thirty (30) additional days written notice to the **City** of a suspension of work, suspend the Work.

8.5.2 If the **City** fails to correct the conditions, if any, which under this paragraph justify the **Contractor's** suspension of the Work within ninety (90) days from the commencement of the suspension, the **Contractor** may upon thirty (30) days additional written notice to the **City** terminate the Contract and recover from the **City** payment in accordance with paragraph 14.4.2 Except as specifically provided in this paragraph, these provisions shall not relieve the **Contractor** of the obligations under Article 8 to carry on the Work in accordance with the Progress Schedule and without delay during disputes and disagreements with the **City**.

## ARTICLE 9 - DISPUTES

### 9.1 Claims Under This Article:

9.1.1 All Notices of Claims, Claims and any other matters in dispute between the **City** and the **Contractor** arising from or related to the Contract Documents or a claimed breach thereof, specifically including those matters arising from Paragraphs 4.28.1; 7.5.3 and 11.4.2, shall be subject to, processed and resolved as provided in this Article 15.

9.1.2 A "Claim" under this Article 15 shall mean a written demand or assertion by the **City** or **Contractor**, which is properly certified according to the requirements of Paragraph 15.2.1, seeking an adjustment in Contract Price and payment of monies due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or any other relief arising under or relating to the Contract, after a determination by the **Architect** or **City** under the appropriate provision of the Contract Documents.

9.1.3 A Claim arising under the Contract is a Claim that can be resolved under a provision within the Contract Documents that provides for or excludes the relief sought by the claimant. Such Claims shall be resolved in accordance with the applicable provisions.

9.1.4 No Claim shall be valid unless it is based upon the prior submission of a clearly marked written "Notice of Claim" that states the general nature of the Claim delivered by the party making the Claim to other party promptly, but in no event later than thirty (30) days after the **Architect's** or **Official's** determination giving rise to the Claim. The receipt by the **City** of a timely Notice of Claim shall be a condition precedent to the **City** receiving a valid a Claim submitted from the **Contractor** for evaluation. The clearly marked written "Claim" itself together with all supporting data shall be delivered within sixty (60) days after the determination. The responsibility to substantiate Claims shall rest with the party making the Claim. Notwithstanding anything to the contrary in this Article, the **Official** shall not be required to deliver notice of any Claim for liquidated damages or involving retention until sixty (60) days after the final acceptance.

9.1.5 A Claim by the **Contractor** shall be submitted to the **Official** with a copy to the **Architect** for a written decision from the **City**. The City will provide the **Contractor** with a written acknowledgement of receipt of the Claim within seventy-two (72) hours, and will notify the **Contractor** as to the status of the Claim within thirty (30) days of receipt. A Claim by the **City** shall be submitted to the **Contractor** and the **Architect** for a written determination from the **Architect**.

9.1.6 Once given, the **City's** final decision on a Claim submitted by the **Contractor** shall be final and binding on the **Contractor** unless the **Contractor** files suit within thirty (30) days after receipt of the **City's** decision.

### 9.2 Requirements for Contractor Claims:

For all **Contractor** Claims seeking an increase in Contract Price or Contract Time, the **Contractor** shall submit a statement signed under the penalties of perjury and executed by an officer or partner in charge, or by a responsible senior officer or general managing partner of the **Contractor** certifying that the Claim is made in good faith; the amount claimed accurately reflects the adjustments in Contract Price or Contract Time for which the **Contractor** believes the **City** is liable, and covers all costs and delays to which the **Contractor** is entitled from the occurrence of the claimed event; and supporting costs and pricing data are current, accurate, complete and represent the best of the **Contractor's** knowledge and belief.

### 9.3 Determination on a Claim:

9.3.1 Pending final resolution of any Claim, including litigation, the **Contractor** shall proceed diligently with the Work, and comply with any decision of the **Official** or the **Architect**.

9.3.2 After settlement or final adjudication of any Claim under this Article if, upon demand, payment by the **Contractor** is not made to the **City**, the **City** may offset the appropriate amounts against (a) payments due to the **Contractor** under any other contract between the **City** and the **Contractor**, or (b) any amounts for which the **City** may be obligated to the **Contractor** in any capacity.

### 9.4 Venue:

9.4.1 The **Contractor**, the **Contractor's** sureties, and the Subcontractors and Suppliers agree, consent and submit to the service of process at the address and in the manner specified in Article 10.17.

9.4.2 The **Contractor**, the **Contractor's** sureties, and the Subcontractors and Suppliers waive jurisdiction and venue and shall submit to the jurisdiction of the County of Middlesex only, regardless of residence or domicile, with respect to any actions or suits



at law or in equity arising under or related to the bidding, award, performance, or completion of the Work, payment for work performed, or any Claim.

9.4.3 The **Contractor** shall insert a provision containing the venue and service of process requirements of paragraph 9.4.1 and 9.4.2 in all sub-agreements and agreements between the **Contractor** and his sureties and insurers, altering the provisions only as necessary to properly identify the contracting parties.

## **END OF GENERAL CONDITIONS**

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF LABOR STANDARDS

**Prevailing Wage Rates**

As determined by the Director under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN  
Secretary  
HEATHER E. ROWE  
Director

**Awarding Authority:** City of Newton  
**Contract Number:** #14-32 **City/Town:** NEWTON  
**Description of Work:** City of Newton Fiber Installation Project - Install Fiber in ring format to connect all city buildings for voice, data, school, public safety, etc.  
**Job Location:** Various Locations

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- Awarding authorities must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project. The wage schedule must be posted in a conspicuous place at the work site during the life of the project in accordance with M.G.L. c. 149, § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Training (DAT). Apprentices must keep his/her apprentice identification card on his/her person during all work hours on the project. If an apprentice rate is listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAT, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports directly to the awarding authority and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

**Issue Date:** 09/20/2013

**Wage Request Number:** 20130920-025

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.55	\$8.91	\$8.00	\$0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.62	\$8.91	\$8.00	\$0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.74	\$8.91	\$8.00	\$0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2013	\$29.88	\$10.40	\$5.95	\$0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	\$0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	\$0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

**Apprentice - BOILERMAKER - Local 29**

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (NEWTON)</i>	08/01/2013	\$48.06	\$10.18	\$18.15	\$0.00	\$76.39
	02/01/2014	\$48.62	\$10.18	\$18.15	\$0.00	\$76.95
	08/01/2014	\$49.52	\$10.18	\$18.22	\$0.00	\$77.92
	02/01/2015	\$50.08	\$10.18	\$18.22	\$0.00	\$78.48
	08/01/2015	\$50.98	\$10.18	\$18.29	\$0.00	\$79.45
	02/01/2016	\$51.55	\$10.18	\$18.29	\$0.00	\$80.02
	08/01/2016	\$52.45	\$10.18	\$18.37	\$0.00	\$81.00
	02/01/2017	\$53.02	\$10.18	\$18.37	\$0.00	\$81.57

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.03	\$10.18	\$18.15	\$0.00	\$52.36
2	60	\$28.84	\$10.18	\$18.15	\$0.00	\$57.17
3	70	\$33.64	\$10.18	\$18.15	\$0.00	\$61.97
4	80	\$38.45	\$10.18	\$18.15	\$0.00	\$66.78
5	90	\$43.25	\$10.18	\$18.15	\$0.00	\$71.58

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.31	\$10.18	\$18.15	\$0.00	\$52.64
2	60	\$29.17	\$10.18	\$18.15	\$0.00	\$57.50
3	70	\$34.03	\$10.18	\$18.15	\$0.00	\$62.36
4	80	\$38.90	\$10.18	\$18.15	\$0.00	\$67.23
5	90	\$43.76	\$10.18	\$18.15	\$0.00	\$72.09

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2013	\$34.20	\$7.10	\$12.60	\$0.00	\$53.90
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$34.95	\$7.10	\$12.60	\$0.00	\$54.65
	06/01/2014	\$35.70	\$7.10	\$12.60	\$0.00	\$55.40
	12/01/2014	\$36.45	\$7.10	\$12.60	\$0.00	\$56.15
	06/01/2015	\$37.20	\$7.10	\$12.60	\$0.00	\$56.90
	12/01/2015	\$37.95	\$7.10	\$12.60	\$0.00	\$57.65
	06/01/2016	\$38.70	\$7.10	\$12.60	\$0.00	\$58.40
	12/01/2016	\$39.70	\$7.10	\$12.60	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
LABORERS - FOUNDATION AND MARINE	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2013	\$34.53	\$9.80	\$15.61	\$0.00	\$59.94
	03/01/2014	\$35.13	\$9.80	\$15.61	\$0.00	\$60.54
	09/01/2014	\$35.90	\$9.80	\$15.61	\$0.00	\$61.31
	03/01/2015	\$36.67	\$9.80	\$15.61	\$0.00	\$62.08



## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$9.80	\$1.57	\$0.00	\$28.64
2	60	\$20.72	\$9.80	\$1.57	\$0.00	\$32.09
3	70	\$24.17	\$9.80	\$10.90	\$0.00	\$44.87
4	75	\$25.90	\$9.80	\$10.90	\$0.00	\$46.60
5	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
6	80	\$27.62	\$9.80	\$12.47	\$0.00	\$49.89
7	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92
8	90	\$31.08	\$9.80	\$14.04	\$0.00	\$54.92

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.57	\$9.80	\$1.57	\$0.00	\$28.94
2	60	\$21.08	\$9.80	\$1.57	\$0.00	\$32.45
3	70	\$24.59	\$9.80	\$10.90	\$0.00	\$45.29
4	75	\$26.35	\$9.80	\$10.90	\$0.00	\$47.05
5	80	\$28.10	\$9.80	\$12.47	\$0.00	\$50.37
6	80	\$28.10	\$9.80	\$12.47	\$0.00	\$50.37
7	90	\$31.62	\$9.80	\$14.04	\$0.00	\$55.46
8	90	\$31.62	\$9.80	\$14.04	\$0.00	\$55.46

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING  
BRICKLAYERS LOCAL 3 (NEWTON)

07/01/2013	\$42.68	\$10.90	\$18.71	\$1.30	\$73.59
01/01/2014	\$43.60	\$10.90	\$18.71	\$1.30	\$74.51
07/01/2014	\$44.20	\$10.90	\$18.71	\$1.30	\$75.11
01/01/2015	\$45.14	\$10.90	\$18.71	\$1.30	\$76.05
07/01/2015	\$45.72	\$10.90	\$18.71	\$1.30	\$76.63
01/01/2016	\$46.64	\$10.90	\$18.71	\$1.30	\$77.55

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Newton)

Effective Date - 07/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.34	\$10.90	\$12.21	\$1.30	\$45.75
2	60	\$25.61	\$10.90	\$13.71	\$1.30	\$51.52
3	65	\$27.74	\$10.90	\$14.71	\$1.30	\$54.65
4	70	\$29.88	\$10.90	\$15.71	\$1.30	\$57.79
5	75	\$32.01	\$10.90	\$16.71	\$1.30	\$60.92
6	80	\$34.14	\$10.90	\$17.71	\$1.30	\$64.05
7	90	\$38.41	\$10.90	\$18.71	\$1.30	\$69.32

Effective Date - 01/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.80	\$10.90	\$12.21	\$1.30	\$46.21
2	60	\$26.16	\$10.90	\$13.71	\$1.30	\$52.07
3	65	\$28.34	\$10.90	\$14.71	\$1.30	\$55.25
4	70	\$30.52	\$10.90	\$15.71	\$1.30	\$58.43
5	75	\$32.70	\$10.90	\$16.71	\$1.30	\$61.61
6	80	\$34.88	\$10.90	\$17.71	\$1.30	\$64.79
7	90	\$39.24	\$10.90	\$18.71	\$1.30	\$70.15

## Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2013	\$41.34	\$10.00	\$13.55	\$0.00	\$64.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$42.12	\$10.00	\$13.55	\$0.00	\$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
PAINTERS LOCAL 35 - ZONE 2						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

**Effective Date - 01/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

**Notes:**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:1:1**

DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	\$0.00	\$52.35
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	\$0.00	\$52.10
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$56.14	\$9.80	\$18.17	\$0.00	\$84.11
	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2013	\$60.15	\$9.80	\$18.17	\$0.00	\$88.12
	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER/SLURRY (EFFLUENT)	08/01/2013	\$84.21	\$9.80	\$18.17	\$0.00	\$112.18
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
DRAWBRIDGE OPERATOR (Construction)	09/01/2013	\$43.96	\$13.00	\$14.42	\$0.00	\$71.38
ELECTRICIANS LOCAL 103	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	09/01/2013	\$43.96	\$13.00	\$14.42	\$0.00	\$71.38
ELECTRICIANS LOCAL 103	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.58	\$13.00	\$0.53	\$0.00	\$31.11
2	40	\$17.58	\$13.00	\$0.53	\$0.00	\$31.11
3	45	\$19.78	\$13.00	\$10.78	\$0.00	\$43.56
4	45	\$19.78	\$13.00	\$10.78	\$0.00	\$43.56
5	50	\$21.98	\$13.00	\$11.11	\$0.00	\$46.09
6	55	\$24.18	\$13.00	\$11.45	\$0.00	\$48.63
7	60	\$26.38	\$13.00	\$11.77	\$0.00	\$51.15
8	65	\$28.57	\$13.00	\$12.11	\$0.00	\$53.68
9	70	\$30.77	\$13.00	\$12.43	\$0.00	\$56.20
10	75	\$32.97	\$13.00	\$12.77	\$0.00	\$58.74

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.78	\$13.00	\$0.53	\$0.00	\$31.31
2	40	\$17.78	\$13.00	\$0.53	\$0.00	\$31.31
3	45	\$20.00	\$13.00	\$11.04	\$0.00	\$44.04
4	45	\$20.00	\$13.00	\$11.04	\$0.00	\$44.04
5	50	\$22.23	\$13.00	\$11.37	\$0.00	\$46.60
6	55	\$24.45	\$13.00	\$11.70	\$0.00	\$49.15
7	60	\$26.67	\$13.00	\$12.03	\$0.00	\$51.70
8	65	\$28.89	\$13.00	\$12.37	\$0.00	\$54.26
9	70	\$31.12	\$13.00	\$12.69	\$0.00	\$56.81
10	75	\$33.34	\$13.00	\$13.03	\$0.00	\$59.37

Notes:

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3\*\*\*

ELEVATOR CONSTRUCTOR  
ELEVATOR CONSTRUCTORS LOCAL 4

01/01/2012    \$52.45    \$8.78    \$6.96    \$0.00    \$68.19

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

## Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$38.50	\$10.00	\$13.02	\$0.00	\$61.52
	11/01/2013	\$39.26	\$10.00	\$13.02	\$0.00	\$62.28
	05/01/2014	\$40.03	\$10.00	\$13.02	\$0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$39.91	\$10.00	\$13.02	\$0.00	\$62.93
	11/01/2013	\$40.68	\$10.00	\$13.02	\$0.00	\$63.70
	05/01/2014	\$41.45	\$10.00	\$13.02	\$0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2013	\$21.17	\$10.00	\$13.02	\$0.00	\$44.19
	11/01/2013	\$21.63	\$10.00	\$13.02	\$0.00	\$44.65
	05/01/2014	\$22.08	\$10.00	\$13.02	\$0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	09/01/2013	\$43.96	\$13.00	\$14.42	\$0.00	\$71.38
	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM REPAIR / MAINTENANCE	09/01/2013	\$32.97	\$13.00	\$12.77	\$0.00	\$58.74
LOCAL 103 / COMMISSIONING ELECTRICIANS	03/01/2014	\$33.44	\$13.00	\$13.03	\$0.00	\$59.47
	09/01/2014	\$33.84	\$13.00	\$13.05	\$0.00	\$59.89
	03/01/2015	\$34.38	\$13.00	\$13.06	\$0.00	\$60.44
	09/01/2015	\$35.10	\$13.00	\$13.08	\$0.00	\$61.18
	03/01/2016	\$35.81	\$13.00	\$13.10	\$0.00	\$61.91
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2013	\$33.73	\$10.00	\$13.55	\$0.00	\$57.28
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$34.39	\$10.00	\$13.55	\$0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
LABORERS - ZONE 1	12/01/2013	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	\$0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER	09/01/2013	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12
FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2014	\$38.61	\$9.80	\$16.71	\$0.00	\$65.12

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

Effective Date - 03/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.31	\$9.80	\$1.79	\$0.00	\$30.90
2	55	\$21.24	\$9.80	\$1.79	\$0.00	\$32.83
3	60	\$23.17	\$9.80	\$11.34	\$0.00	\$44.31
4	65	\$25.10	\$9.80	\$11.34	\$0.00	\$46.24
5	70	\$27.03	\$9.80	\$13.13	\$0.00	\$49.96
6	75	\$28.96	\$9.80	\$13.13	\$0.00	\$51.89
7	80	\$30.89	\$9.80	\$14.92	\$0.00	\$55.61
8	85	\$32.82	\$9.80	\$14.92	\$0.00	\$57.54

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2013	\$35.51	\$7.80	\$14.60	\$0.00	\$57.91
GLAZIERS LOCAL 35 (ZONE 2)						

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Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	\$0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	\$3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	\$3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	\$3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	\$12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	\$13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	\$13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	\$14.01	\$0.00	\$53.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.19	\$10.00	\$0.00	\$0.00	\$32.19
2	60	\$24.20	\$10.00	\$13.55	\$0.00	\$47.75
3	65	\$26.22	\$10.00	\$13.55	\$0.00	\$49.77
4	70	\$28.24	\$10.00	\$13.55	\$0.00	\$51.79
5	75	\$30.26	\$10.00	\$13.55	\$0.00	\$53.81
6	80	\$32.27	\$10.00	\$13.55	\$0.00	\$55.82
7	85	\$34.29	\$10.00	\$13.55	\$0.00	\$57.84
8	90	\$36.31	\$10.00	\$13.55	\$0.00	\$59.86

Effective Date - 12/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.62	\$10.00	\$0.00	\$0.00	\$32.62
2	60	\$24.67	\$10.00	\$13.55	\$0.00	\$48.22
3	65	\$26.73	\$10.00	\$13.55	\$0.00	\$50.28
4	70	\$28.78	\$10.00	\$13.55	\$0.00	\$52.33
5	75	\$30.84	\$10.00	\$13.55	\$0.00	\$54.39
6	80	\$32.90	\$10.00	\$13.55	\$0.00	\$56.45
7	85	\$34.95	\$10.00	\$13.55	\$0.00	\$58.50
8	90	\$37.01	\$10.00	\$13.55	\$0.00	\$60.56

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	09/01/2013	\$42.35	\$9.82	\$19.08	\$2.14	\$73.39
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2014	\$43.20	\$9.82	\$19.08	\$2.14	\$74.24
	08/01/2014	\$44.05	\$9.82	\$19.08	\$2.14	\$75.09
	02/01/2015	\$44.95	\$9.82	\$19.08	\$2.14	\$75.99
	08/01/2015	\$45.95	\$9.82	\$19.08	\$2.14	\$76.99
	02/01/2016	\$46.95	\$9.82	\$19.08	\$2.14	\$77.99
	08/01/2016	\$48.10	\$9.82	\$19.08	\$2.14	\$79.14
	02/01/2017	\$49.20	\$9.82	\$19.08	\$2.14	\$80.24
	08/01/2017	\$50.30	\$9.82	\$19.08	\$2.14	\$81.34
	02/01/2018	\$51.45	\$9.82	\$19.08	\$2.14	\$82.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	09/01/2013	\$43.96	\$13.00	\$14.42	\$0.00	\$71.38
ELECTRICIANS LOCAL 103	03/01/2014	\$44.45	\$13.00	\$14.68	\$0.00	\$72.13
	09/01/2014	\$45.12	\$13.00	\$14.70	\$0.00	\$72.82
	03/01/2015	\$45.84	\$13.00	\$14.72	\$0.00	\$73.56
	09/01/2015	\$46.80	\$13.00	\$14.75	\$0.00	\$74.55
	03/01/2016	\$47.75	\$13.00	\$14.78	\$0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	09/01/2013	\$42.35	\$9.82	\$19.08	\$2.14	\$73.39
	02/01/2014	\$43.20	\$9.82	\$19.08	\$2.14	\$74.24
	08/01/2014	\$44.05	\$9.82	\$19.08	\$2.14	\$75.09
	02/01/2015	\$44.95	\$9.82	\$19.08	\$2.14	\$75.99
	08/01/2015	\$45.95	\$9.82	\$19.08	\$2.14	\$76.99
	02/01/2016	\$46.95	\$9.82	\$19.08	\$2.14	\$77.99
	08/01/2016	\$48.10	\$9.82	\$19.08	\$2.14	\$79.14
	02/01/2017	\$49.20	\$9.82	\$19.08	\$2.14	\$80.24
	08/01/2017	\$50.30	\$9.82	\$19.08	\$2.14	\$81.34
	02/01/2018	\$51.45	\$9.82	\$19.08	\$2.14	\$82.49
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	\$0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	\$0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2013	\$42.11	\$10.95	\$12.10	\$0.00	\$65.16
	09/01/2014	\$44.11	\$10.95	\$12.10	\$0.00	\$67.16

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## Classification

Effective Date   Base Wage   Health   Pension   Supplemental  
Unemployment   Total Rate

## Apprentice - ASBESTOS INSULATOR (Pipes &amp; Tanks) - Local 6 Boston

Effective Date - 09/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.06	\$10.95	\$9.00	\$0.00	\$41.01
2	60	\$25.27	\$10.95	\$9.62	\$0.00	\$45.84
3	70	\$29.48	\$10.95	\$10.24	\$0.00	\$50.67
4	80	\$33.69	\$10.95	\$10.86	\$0.00	\$55.50

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.06	\$10.95	\$9.00	\$0.00	\$42.01
2	60	\$26.47	\$10.95	\$9.62	\$0.00	\$47.04
3	70	\$30.88	\$10.95	\$10.24	\$0.00	\$52.07
4	80	\$35.29	\$10.95	\$10.86	\$0.00	\$57.10

## Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER  
IRONWORKERS LOCAL 7 (BOSTON AREA)

09/16/2013   \$40.85   \$7.70   \$18.60   \$0.00   \$67.15

## Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.51	\$7.70	\$18.60	\$0.00	\$50.81
2	70	\$28.60	\$7.70	\$18.60	\$0.00	\$54.90
3	75	\$30.64	\$7.70	\$18.60	\$0.00	\$56.94
4	80	\$32.68	\$7.70	\$18.60	\$0.00	\$58.98
5	85	\$34.72	\$7.70	\$18.60	\$0.00	\$61.02
6	90	\$36.77	\$7.70	\$18.60	\$0.00	\$63.07

## Notes:

\*\* Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:\*\*

JACKHAMMER & PAVING BREAKER OPERATOR  
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

**Apprentice - LABORER - Zone 1**

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	\$12.45	\$0.00	\$39.38
2	70	\$23.14	\$7.10	\$12.45	\$0.00	\$42.69
3	80	\$26.44	\$7.10	\$12.45	\$0.00	\$45.99
4	90	\$29.75	\$7.10	\$12.45	\$0.00	\$49.30

**Effective Date - 12/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.28	\$7.10	\$12.45	\$0.00	\$39.83
2	70	\$23.66	\$7.10	\$12.45	\$0.00	\$43.21
3	80	\$27.04	\$7.10	\$12.45	\$0.00	\$46.59
4	90	\$30.42	\$7.10	\$12.45	\$0.00	\$49.97

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	12/01/2011	\$31.80	\$7.10	\$12.45	\$0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2013	\$36.66	\$10.18	\$16.83	\$0.00	\$63.67
	02/01/2014	\$37.11	\$10.18	\$16.83	\$0.00	\$64.12
	08/01/2014	\$37.82	\$10.18	\$16.90	\$0.00	\$64.90
	02/01/2015	\$38.27	\$10.18	\$16.90	\$0.00	\$65.35
	08/01/2015	\$38.98	\$10.18	\$16.97	\$0.00	\$66.13
	02/01/2016	\$39.43	\$10.18	\$16.97	\$0.00	\$66.58
	08/01/2016	\$40.13	\$10.18	\$17.05	\$0.00	\$67.36
	02/01/2017	\$40.59	\$10.18	\$17.05	\$0.00	\$67.82

**Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.33	\$10.18	\$16.83	\$0.00	\$45.34
2	60	\$22.00	\$10.18	\$16.83	\$0.00	\$49.01
3	70	\$25.66	\$10.18	\$16.83	\$0.00	\$52.67
4	80	\$29.33	\$10.18	\$16.83	\$0.00	\$56.34
5	90	\$32.99	\$10.18	\$16.83	\$0.00	\$60.00

**Effective Date - 02/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.56	\$10.18	\$16.83	\$0.00	\$45.57
2	60	\$22.27	\$10.18	\$16.83	\$0.00	\$49.28
3	70	\$25.98	\$10.18	\$16.83	\$0.00	\$52.99
4	80	\$29.69	\$10.18	\$16.83	\$0.00	\$56.70
5	90	\$33.40	\$10.18	\$16.83	\$0.00	\$60.41

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2013	\$48.10	\$10.18	\$18.15	\$0.00	\$76.43
	02/01/2014	\$48.66	\$10.18	\$18.15	\$0.00	\$76.99
	08/01/2014	\$49.56	\$10.18	\$18.22	\$0.00	\$77.96
	02/01/2015	\$50.12	\$10.18	\$18.22	\$0.00	\$78.52
	08/01/2015	\$51.02	\$10.18	\$18.29	\$0.00	\$79.49
	02/01/2016	\$51.59	\$10.18	\$18.29	\$0.00	\$80.06
	08/01/2016	\$52.49	\$10.18	\$18.37	\$0.00	\$81.04
	02/01/2017	\$53.06	\$10.18	\$18.37	\$0.00	\$81.61

## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble &amp; Tile

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.05	\$10.18	\$18.15	\$0.00	\$52.38
2	60	\$28.86	\$10.18	\$18.15	\$0.00	\$57.19
3	70	\$33.67	\$10.18	\$18.15	\$0.00	\$62.00
4	80	\$38.48	\$10.18	\$18.15	\$0.00	\$66.81
5	90	\$43.29	\$10.18	\$18.15	\$0.00	\$71.62

Effective Date - 02/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.33	\$10.18	\$18.15	\$0.00	\$52.66
2	60	\$29.20	\$10.18	\$18.15	\$0.00	\$57.53
3	70	\$34.06	\$10.18	\$18.15	\$0.00	\$62.39
4	80	\$38.93	\$10.18	\$18.15	\$0.00	\$67.26
5	90	\$43.79	\$10.18	\$18.15	\$0.00	\$72.12

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
OPERATING ENGINEERS LOCAL 4	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1)	04/01/2013	\$34.68	\$9.80	\$15.76	\$0.00	\$60.24
MILLWRIGHTS LOCAL 1121 - Zone 1	10/01/2013	\$35.45	\$9.80	\$15.76	\$0.00	\$61.01
	04/01/2014	\$36.23	\$9.80	\$15.76	\$0.00	\$61.79
	10/01/2014	\$37.18	\$9.80	\$15.76	\$0.00	\$62.74
	04/01/2015	\$38.14	\$9.80	\$15.76	\$0.00	\$63.70

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total RateApprentice - *MILLWRIGHT - Local 1121 Zone 1*

Effective Date - 04/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.07	\$9.80	\$4.32	\$0.00	\$33.19
2	65	\$22.54	\$9.80	\$13.01	\$0.00	\$45.35
3	75	\$26.01	\$9.80	\$13.80	\$0.00	\$49.61
4	85	\$29.48	\$9.80	\$14.58	\$0.00	\$53.86

Effective Date - 10/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.50	\$9.80	\$4.32	\$0.00	\$33.62
2	65	\$23.04	\$9.80	\$13.01	\$0.00	\$45.85
3	75	\$26.59	\$9.80	\$13.80	\$0.00	\$50.19
4	85	\$30.13	\$9.80	\$14.58	\$0.00	\$54.51

## Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER  
LABORERS - ZONE 1

06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$21.17	\$10.00	\$13.55	\$0.00	\$44.72
12/01/2013	\$21.59	\$10.00	\$13.55	\$0.00	\$45.14

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$24.57	\$10.00	\$13.55	\$0.00	\$48.12
12/01/2013	\$25.06	\$10.00	\$13.55	\$0.00	\$48.61

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II  
OPERATING ENGINEERS LOCAL 4

06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)  
PAINTERS LOCAL 35 - ZONE 2

01/01/2013	\$45.01	\$7.80	\$15.60	\$0.00	\$68.41
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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	\$0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	\$3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	\$3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	\$4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	\$13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	\$14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	\$14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	\$14.96	\$0.00	\$63.27

## Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) \*      01/01/2013      \$35.91      \$7.80      \$15.60      \$0.00      \$59.31

\* If 30% or more of surfaces to be painted are new construction,  
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

## Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	\$0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	\$3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	\$3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	\$4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	\$13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	\$14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	\$14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	\$14.96	\$0.00	\$55.08

## Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)      01/01/2013      \$33.97      \$7.80      \$15.60      \$0.00      \$57.37

PAINTERS LOCAL 35 - ZONE 2

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	\$0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	\$3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	\$3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	\$4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	\$13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	\$14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	\$14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	\$14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2013	\$33.05	\$7.10	\$12.45	\$0.00	\$52.60
LABORERS - ZONE 1	12/01/2013	\$33.80	\$7.10	\$12.45	\$0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	\$0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	\$0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	\$0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	\$0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	\$0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2013	\$34.51	\$7.80	\$15.60	\$0.00	\$57.91
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\* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

**Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	\$0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	\$3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	\$3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	\$4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	\$13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	\$14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	\$14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	\$14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$32.57	\$7.80	\$15.60	\$0.00	\$55.97

**Apprentice - PAINTER Local 35 Zone 2 - BRUSH, REPAINT**

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	\$0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	\$3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	\$3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	\$4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	\$13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	\$14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	\$14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	\$14.96	\$0.00	\$52.07

**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.38	\$8.91	\$8.00	\$0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2013	\$40.10	\$9.80	\$18.17	\$0.00	\$68.07
	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07

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## Classification

Effective Date    Base Wage    Health    Pension    Supplemental  
Unemployment    Total Rate

## Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.05	\$9.80	\$18.17	\$0.00	\$48.02
2	60	\$24.06	\$9.80	\$18.17	\$0.00	\$52.03
3	70	\$28.07	\$9.80	\$18.17	\$0.00	\$56.04
4	75	\$30.08	\$9.80	\$18.17	\$0.00	\$58.05
5	80	\$32.08	\$9.80	\$18.17	\$0.00	\$60.05
6	80	\$32.08	\$9.80	\$18.17	\$0.00	\$60.05
7	90	\$36.09	\$9.80	\$18.17	\$0.00	\$64.06
8	90	\$36.09	\$9.80	\$18.17	\$0.00	\$64.06

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER  
PIPEFITTERS LOCAL 537

03/01/2013    \$49.34    \$8.75    \$14.39    \$0.00    \$72.48

## Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	\$6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	\$14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	\$14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	\$14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	\$14.39	\$0.00	\$62.61

Notes:

\*\* 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic \*\*1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:\*\*

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
PLUMBERS & GASFITTERS LOCAL 12						

**Apprentice - PLUMBER/GASFITTER - Local 12**

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	\$4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	\$5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	\$7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	\$8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	\$10.09	\$0.00	\$56.39

**Notes:**

\*\* 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr

Step4 with lic\$53.29 Step5 with lic\$59.49

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	03/01/2013	\$49.34	\$8.75	\$14.39	\$0.00	\$72.48
PIPEFITTERS LOCAL 537						

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
LABORERS - ZONE 1	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	06/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
LABORERS - ZONE 1	12/01/2013	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	\$0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	\$0.00	\$59.10

For apprentice rates see "Apprentice- LABORER"

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$28.19	\$10.00	\$13.55	\$0.00	\$51.74
	12/01/2013	\$28.74	\$10.00	\$13.55	\$0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	\$0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS-ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS-ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

**Apprentice - CARPENTER (Residential Wood Frame) - Zone 2**

**Effective Date - 05/01/2011**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	\$6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	\$6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	\$6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	\$6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	\$6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	\$6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	\$6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) ROOFERS LOCAL 33	08/01/2013	\$38.31	\$10.50	\$10.70	\$0.00	\$59.51
	02/01/2014	\$39.21	\$10.50	\$10.70	\$0.00	\$60.41
	08/01/2014	\$40.11	\$10.50	\$10.70	\$0.00	\$61.31
	02/01/2015	\$41.01	\$10.50	\$10.70	\$0.00	\$62.21
	08/01/2015	\$41.91	\$10.50	\$10.70	\$0.00	\$63.11
	02/01/2016	\$42.81	\$10.50	\$10.70	\$0.00	\$64.01

**Apprentice - ROOFER - Local 33**

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.16	\$10.50	\$3.38	\$0.00	\$33.04
2	60	\$22.99	\$10.50	\$10.70	\$0.00	\$44.19
3	65	\$24.90	\$10.50	\$10.70	\$0.00	\$46.10
4	75	\$28.73	\$10.50	\$10.70	\$0.00	\$49.93
5	85	\$32.56	\$10.50	\$10.70	\$0.00	\$53.76

**Effective Date - 02/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$10.50	\$3.38	\$0.00	\$33.49
2	60	\$23.53	\$10.50	\$10.70	\$0.00	\$44.73
3	65	\$25.49	\$10.50	\$10.70	\$0.00	\$46.69
4	75	\$29.41	\$10.50	\$10.70	\$0.00	\$50.61
5	85	\$33.33	\$10.50	\$10.70	\$0.00	\$54.53

Notes: \*\* 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1  
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:\*\*

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	08/01/2013	\$38.56	\$10.50	\$10.70	\$0.00	\$59.76
	02/01/2014	\$39.46	\$10.50	\$10.70	\$0.00	\$60.66
	08/01/2014	\$40.36	\$10.50	\$10.70	\$0.00	\$61.56
	02/01/2015	\$41.26	\$10.50	\$10.70	\$0.00	\$62.46
	08/01/2015	\$42.16	\$10.50	\$10.70	\$0.00	\$63.36
	02/01/2016	\$43.06	\$10.50	\$10.70	\$0.00	\$64.26

For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	09/01/2013	\$42.35	\$9.82	\$19.08	\$2.14	\$73.39
	02/01/2014	\$43.20	\$9.82	\$19.08	\$2.14	\$74.24
	08/01/2014	\$44.05	\$9.82	\$19.08	\$2.14	\$75.09
	02/01/2015	\$44.95	\$9.82	\$19.08	\$2.14	\$75.99
	08/01/2015	\$45.95	\$9.82	\$19.08	\$2.14	\$76.99
	02/01/2016	\$46.95	\$9.82	\$19.08	\$2.14	\$77.99
	08/01/2016	\$48.10	\$9.82	\$19.08	\$2.14	\$79.14
	02/01/2017	\$49.20	\$9.82	\$19.08	\$2.14	\$80.24
	08/01/2017	\$50.30	\$9.82	\$19.08	\$2.14	\$81.34
	02/01/2018	\$51.45	\$9.82	\$19.08	\$2.14	\$82.49

**Apprentice - SHEET METAL WORKER - Local 17-A**

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.94	\$9.82	\$4.82	\$0.00	\$31.58
2	40	\$16.94	\$9.82	\$4.82	\$0.00	\$31.58
3	45	\$19.06	\$9.82	\$8.45	\$1.12	\$38.45
4	45	\$19.06	\$9.82	\$8.45	\$1.12	\$38.45
5	50	\$21.18	\$9.82	\$9.24	\$1.21	\$41.45
6	50	\$21.18	\$9.82	\$9.49	\$1.21	\$41.70
7	60	\$25.41	\$9.82	\$10.80	\$1.38	\$47.41
8	65	\$27.53	\$9.82	\$11.59	\$1.47	\$50.41
9	75	\$31.76	\$9.82	\$13.16	\$1.64	\$56.38
10	85	\$36.00	\$9.82	\$14.23	\$1.80	\$61.85

**Effective Date - 02/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.28	\$9.82	\$4.82	\$0.00	\$31.92
2	40	\$17.28	\$9.82	\$4.82	\$0.00	\$31.92
3	45	\$19.44	\$9.82	\$8.45	\$1.12	\$38.83
4	45	\$19.44	\$9.82	\$8.45	\$1.12	\$38.83
5	50	\$21.60	\$9.82	\$9.24	\$1.21	\$41.87
6	50	\$21.60	\$9.82	\$9.49	\$1.21	\$42.12
7	60	\$25.92	\$9.82	\$10.80	\$1.38	\$47.92
8	65	\$28.08	\$9.82	\$11.59	\$1.47	\$50.96
9	75	\$32.40	\$9.82	\$13.16	\$1.64	\$57.02
10	85	\$36.72	\$9.82	\$14.23	\$1.80	\$62.57

**Notes:**

Steps are 6 mos.

**Apprentice to Journeyworker Ratio:1:4**

SIGN ERECTOR <i>PAINTERS LOCAL 35 - ZONE 2</i>	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Apprentice - SIGN ERECTOR - Local 35 Zone 2**

**Effective Date - 06/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

**Notes:**

Steps are 4 mos.

**Apprentice to Journeyworker Ratio:1:1**

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	12/01/2012	\$32.13	\$8.91	\$8.00	\$0.00	\$49.04
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A)	03/01/2013	\$52.58	\$8.42	\$12.60	\$0.00	\$73.60

**Apprentice - SPRINKLER FITTER - Local 550**

**Effective Date - 03/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	\$8.00	\$0.00	\$34.82
2	40	\$21.03	\$8.42	\$8.00	\$0.00	\$37.45
3	45	\$23.66	\$8.42	\$8.00	\$0.00	\$40.08
4	50	\$26.29	\$8.42	\$8.00	\$0.00	\$42.71
5	55	\$28.92	\$8.42	\$8.00	\$0.00	\$45.34
6	60	\$31.55	\$8.42	\$8.00	\$0.00	\$47.97
7	65	\$34.18	\$8.42	\$8.00	\$0.00	\$50.60
8	70	\$36.81	\$8.42	\$8.00	\$0.00	\$53.23
9	75	\$39.44	\$8.42	\$8.00	\$0.00	\$55.86
10	80	\$42.06	\$8.42	\$8.00	\$0.00	\$58.48

**Notes:**

Steps are 850 hours

**Apprentice to Journeyworker Ratio:1:1**

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**Issue Date:** 09/20/2013

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	09/01/2013	\$32.97	\$13.00	\$12.77	\$0.00	\$58.74
	03/01/2014	\$33.44	\$13.00	\$13.03	\$0.00	\$59.47
	09/01/2014	\$33.84	\$13.00	\$13.05	\$0.00	\$59.89
	03/01/2015	\$34.38	\$13.00	\$13.06	\$0.00	\$60.44
	09/01/2015	\$35.10	\$13.00	\$13.08	\$0.00	\$61.18
	03/01/2016	\$35.81	\$13.00	\$13.10	\$0.00	\$61.91

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103**

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.19	\$13.00	\$0.40	\$0.00	\$26.59
2	40	\$13.19	\$13.00	\$0.40	\$0.00	\$26.59
3	45	\$14.84	\$13.00	\$10.04	\$0.00	\$37.88
4	45	\$14.84	\$13.00	\$10.04	\$0.00	\$37.88
5	50	\$16.49	\$13.00	\$10.29	\$0.00	\$39.78
6	55	\$18.13	\$13.00	\$10.53	\$0.00	\$41.66
7	60	\$19.78	\$13.00	\$10.78	\$0.00	\$43.56
8	65	\$21.43	\$13.00	\$11.03	\$0.00	\$45.46
9	70	\$23.08	\$13.00	\$11.28	\$0.00	\$47.36
10	75	\$24.73	\$13.00	\$11.53	\$0.00	\$49.26

**Effective Date - 03/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.38	\$13.00	\$0.40	\$0.00	\$26.78
2	40	\$13.38	\$13.00	\$0.40	\$0.00	\$26.78
3	45	\$15.05	\$13.00	\$10.29	\$0.00	\$38.34
4	45	\$15.05	\$13.00	\$10.29	\$0.00	\$38.34
5	50	\$16.72	\$13.00	\$10.54	\$0.00	\$40.26
6	55	\$18.39	\$13.00	\$10.79	\$0.00	\$42.18
7	60	\$20.06	\$13.00	\$11.04	\$0.00	\$44.10
8	65	\$21.74	\$13.00	\$11.29	\$0.00	\$46.03
9	70	\$23.41	\$13.00	\$11.54	\$0.00	\$47.95
10	75	\$25.08	\$13.00	\$11.79	\$0.00	\$49.87

Notes:

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE &amp; TILE</i>	08/01/2013	\$47.00	\$10.18	\$18.15	\$0.00	\$75.33
	02/01/2014	\$47.56	\$10.18	\$18.15	\$0.00	\$75.89
	08/01/2014	\$48.46	\$10.18	\$18.22	\$0.00	\$76.86
	02/01/2015	\$49.02	\$10.18	\$18.22	\$0.00	\$77.42
	08/01/2015	\$49.92	\$10.18	\$18.29	\$0.00	\$78.39
	02/01/2016	\$50.49	\$10.18	\$18.29	\$0.00	\$78.96
	08/01/2016	\$51.39	\$10.18	\$18.37	\$0.00	\$79.94
	02/01/2017	\$51.96	\$10.18	\$18.37	\$0.00	\$80.51

**Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile**

**Effective Date - 08/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.50	\$10.18	\$18.15	\$0.00	\$51.83
2	60	\$28.20	\$10.18	\$18.15	\$0.00	\$56.53
3	70	\$32.90	\$10.18	\$18.15	\$0.00	\$61.23
4	80	\$37.60	\$10.18	\$18.15	\$0.00	\$65.93
5	90	\$42.30	\$10.18	\$18.15	\$0.00	\$70.63

**Effective Date - 02/01/2014**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.78	\$10.18	\$18.15	\$0.00	\$52.11
2	60	\$28.54	\$10.18	\$18.15	\$0.00	\$56.87
3	70	\$33.29	\$10.18	\$18.15	\$0.00	\$61.62
4	80	\$38.05	\$10.18	\$18.15	\$0.00	\$66.38
5	90	\$42.80	\$10.18	\$18.15	\$0.00	\$71.13

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$34.45	\$7.10	\$12.60	\$0.00	\$54.15
	12/01/2013	\$35.20	\$7.10	\$12.60	\$0.00	\$54.90
	06/01/2014	\$35.95	\$7.10	\$12.60	\$0.00	\$55.65
	12/01/2014	\$36.70	\$7.10	\$12.60	\$0.00	\$56.40
	06/01/2015	\$37.45	\$7.10	\$12.60	\$0.00	\$57.15
	12/01/2015	\$38.20	\$7.10	\$12.60	\$0.00	\$57.90
	06/01/2016	\$38.95	\$7.10	\$12.60	\$0.00	\$58.65
	12/01/2016	\$39.95	\$7.10	\$12.60	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.17	\$7.10	\$12.60	\$0.00	\$52.87
	12/01/2013	\$33.92	\$7.10	\$12.60	\$0.00	\$53.62
	06/01/2014	\$34.67	\$7.10	\$12.60	\$0.00	\$54.37
	12/01/2014	\$35.42	\$7.10	\$12.60	\$0.00	\$55.12
	06/01/2015	\$36.17	\$7.10	\$12.60	\$0.00	\$55.87
	12/01/2015	\$36.92	\$7.10	\$12.60	\$0.00	\$56.62
	06/01/2016	\$37.67	\$7.10	\$12.60	\$0.00	\$57.37
	12/01/2016	\$38.67	\$7.10	\$12.60	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2013	\$33.05	\$7.10	\$12.60	\$0.00	\$52.75
	12/01/2013	\$33.80	\$7.10	\$12.60	\$0.00	\$53.50
	06/01/2014	\$34.55	\$7.10	\$12.60	\$0.00	\$54.25
	12/01/2014	\$35.30	\$7.10	\$12.60	\$0.00	\$55.00
	06/01/2015	\$36.05	\$7.10	\$12.60	\$0.00	\$55.75
	12/01/2015	\$36.80	\$7.10	\$12.60	\$0.00	\$56.50
	06/01/2016	\$37.55	\$7.10	\$12.60	\$0.00	\$57.25
	12/01/2016	\$38.55	\$7.10	\$12.60	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$39.96	\$10.00	\$13.55	\$0.00	\$63.51
	12/01/2013	\$40.74	\$10.00	\$13.55	\$0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$32.42	\$9.07	\$8.00	\$0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$45.33	\$7.10	\$13.00	\$0.00	\$65.43
	12/01/2013	\$46.08	\$7.10	\$13.00	\$0.00	\$66.18
	06/01/2014	\$46.83	\$7.10	\$13.00	\$0.00	\$66.93
	12/01/2014	\$47.58	\$7.10	\$13.00	\$0.00	\$67.68
	06/01/2015	\$48.33	\$7.10	\$13.00	\$0.00	\$68.43
	12/01/2015	\$49.08	\$7.10	\$13.00	\$0.00	\$69.18
	06/01/2016	\$49.83	\$7.10	\$13.00	\$0.00	\$69.93
	12/01/2016	\$50.83	\$7.10	\$13.00	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2013	\$47.33	\$7.10	\$13.00	\$0.00	\$67.43
	12/01/2013	\$48.08	\$7.10	\$13.00	\$0.00	\$68.18
	06/01/2014	\$48.83	\$7.10	\$13.00	\$0.00	\$68.93
	12/01/2014	\$49.58	\$7.10	\$13.00	\$0.00	\$69.68
	06/01/2015	\$50.33	\$7.10	\$13.00	\$0.00	\$70.43
	12/01/2015	\$51.08	\$7.10	\$13.00	\$0.00	\$71.18
	06/01/2016	\$51.83	\$7.10	\$13.00	\$0.00	\$71.93
	12/01/2016	\$52.83	\$7.10	\$13.00	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$37.40	\$7.10	\$13.00	\$0.00	\$57.50
	12/01/2013	\$38.15	\$7.10	\$13.00	\$0.00	\$58.25
	06/01/2014	\$38.90	\$7.10	\$13.00	\$0.00	\$59.00
	12/01/2014	\$39.65	\$7.10	\$13.00	\$0.00	\$59.75
	06/01/2015	\$40.40	\$7.10	\$13.00	\$0.00	\$60.50
	12/01/2015	\$41.15	\$7.10	\$13.00	\$0.00	\$61.25
	06/01/2016	\$41.90	\$7.10	\$13.00	\$0.00	\$62.00
	12/01/2016	\$42.90	\$7.10	\$13.00	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2013	\$39.40	\$7.10	\$13.00	\$0.00	\$59.50
	12/01/2013	\$40.15	\$7.10	\$13.00	\$0.00	\$60.25
	06/01/2014	\$40.90	\$7.10	\$13.00	\$0.00	\$61.00
	12/01/2014	\$41.65	\$7.10	\$13.00	\$0.00	\$61.75
	06/01/2015	\$42.40	\$7.10	\$13.00	\$0.00	\$62.50
	12/01/2015	\$43.15	\$7.10	\$13.00	\$0.00	\$63.25
	06/01/2016	\$43.90	\$7.10	\$13.00	\$0.00	\$64.00
	12/01/2016	\$44.90	\$7.10	\$13.00	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2012	\$31.84	\$8.91	\$8.00	\$0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2013	\$33.30	\$7.10	\$12.45	\$0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	\$0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	\$0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	\$0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	\$0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	\$0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	\$0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	\$0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2013	\$40.34	\$10.00	\$13.55	\$0.00	\$63.89
	12/01/2013	\$41.12	\$10.00	\$13.55	\$0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS &amp; GASFITTERS LOCAL 12</i>	03/01/2013	\$49.31	\$9.32	\$13.29	\$0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
<b>Outside Electrical - East</b>						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$25.66	\$8.70	\$4.48	\$0.00	\$38.84
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$36.55	\$8.70	\$6.58	\$0.00	\$51.83
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$29.94	\$8.70	\$6.05	\$0.00	\$44.69
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/01/2013	\$23.52	\$8.70	\$5.24	\$0.00	\$37.46
For apprentice rates see "Apprentice- LINEMAN"						

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class A CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	\$36.35	\$8.70	\$9.43	\$0.00	\$54.48
EQUIPMENT OPERATOR (Class B CDL) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	\$32.08	\$8.70	\$6.59	\$0.00	\$47.37
GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	\$23.52	\$8.70	\$3.72	\$0.00	\$35.94
GROUNDMAN -Inexperienced (<2000 Hrs.) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 For apprentice rates see "Apprentice- LINEMAN"	09/01/2013	\$19.25	\$8.70	\$2.85	\$0.00	\$30.80
JOURNEYMAN LINEMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	09/01/2013	\$42.77	\$8.70	\$11.78	\$0.00	\$63.25

**Apprentice - LINEMAN (Outside Electrical) - East Local 104**

**Effective Date - 09/01/2013**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.66	\$8.70	\$4.24	\$0.00	\$38.60
2	65	\$27.80	\$8.70	\$4.71	\$0.00	\$41.21
3	70	\$29.94	\$8.70	\$5.43	\$0.00	\$44.07
4	75	\$32.08	\$8.70	\$6.16	\$0.00	\$46.94
5	80	\$34.22	\$8.70	\$6.88	\$0.00	\$49.80
6	85	\$36.35	\$8.70	\$7.62	\$0.00	\$52.67
7	90	\$38.49	\$8.70	\$8.83	\$0.00	\$56.02

**Notes:**

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	07/16/2012	\$26.33	\$4.18	\$2.79	\$0.00	\$33.30
TELEDATA LINEMAN/EQUIPMENT OPERATOR OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	07/16/2012	\$24.78	\$4.18	\$2.74	\$0.00	\$31.70
TREE TRIMMER OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 This classification applies only to the trimming of branches on and around utility lines.	01/29/2012	\$17.18	\$3.37	\$0.00	\$0.00	\$20.55
TREE TRIMMER GROUNDMAN OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 This classification applies only to the trimming of branches on and around utility lines.	01/29/2012	\$15.15	\$3.37	\$0.00	\$0.00	\$18.52

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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

\* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

\*\* Multiple ratios are listed in the comment field.

\*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

\*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

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# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 2013

I, \_\_\_\_\_,  
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108



## ATTACHMENT A

### GENERAL INSTALLATION SPECIFICATIONS

#### **1.0 Fiber Type and Equipment Manufacture**

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All fiber will be Corning ADSS type cable. Please refer to manufacturer cut sheets in attachments section.

All inside termination equipment will be Corning as specified in the attachments section.

All pole mounting hardware will be Corning compliant.

#### **2.0 Installation Standards and Specifications**

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A. For all aerial fiber optic cable installations, the Contractor shall meet all Massachusetts Electrical Code and National Electrical Safety Code standards, including but not limited to all grounding and bonding requirements of NEC Article 770 and NESC Section 9.

B. For all fiber optic cable installations within buildings and campuses the requirements set forth in the TIA-758-A, "Customer-owned Outside Plant Telecommunications Infrastructure Standard" shall be followed.

C. The network design and installation will also adhere to the following Industry Standards:

- ☐ BICSI Design and Installation Applicable Standards
- ☐ Telecommunications Industry Association (TIA) Applicable Standards
- ☐ Electronics Industry Association (EIA) Applicable Standards
- ☐ ANSI/TIA/EIA – 568 Standards
- ☐ ANSI/TIA/EIA – 569 Standards
- ☐ TIA/EIA 604 Fiber Optic Standards
- ☐ TIA-492 Fiber Optic Installation Standards
- ☐ TSB-149 Fiber Optic Workmanship Standards

D. All fiber optic cables to be installed in a conduit or duct facility shall be placed in accordance with manufacturers' installation procedures.

E. The cable shall not be stepped on by workmen, or run over by vehicles or equipment.

F. All cables to be pulled in conduit shall be pulled with a cable grip designed to provide a firm hold on the exterior covering of the cable. Cable ends shall be sealed after installation to prevent water entry into the cable.

G. The maximum pulling tensions and minimum bending radius shall not be violated at any time during installation using proper blocks, sheaves, and tension limiting equipment. Prior to any installation of cable, the Contractor shall clean existing conduit per industry standards.

H. The Contractor shall establish adequate voice communications between the cable feeding and

receiving locations prior to commencing any placing operation. The reel shall be made level and brought into proper alignment with the conduit section, such that the cable will pass from the top of the reel.

I. A Corning approved cable feeder guide shall be used between the cable reel or the storage stack and the face of the conduit to protect the cable, and to guide the cable installation. The dimensions and setup of the feeder guide shall be such that the cable does not bend at any location to a radius less than the cable's minimum allowable bending radius. The cable shall not be pulled over edges or corners, over or around obstructions, or through unnecessary curves or bends. The cable shall be looped in and out to cabinets and pull boxes to provide adequate slack and the least amount of stress on the fibers. The Contractor shall ensure that the cable is not damaged during storage or installation.

J. Fiber optic cable ends shall be kept sealed at all times during installation, using an approved cable end cap. Tape shall not be permitted to seal the cable end. The cable end shall remain sealed until the Contractor terminates the fiber cables. Cables that are not immediately terminated shall have a minimum of six feet of slack.

K. The manufacturers' allowable pulling tension shall not be exceeded.

L. The Contractor shall ensure that the maximum pulling tension is not exceeded on the fiber optic cable with the use of an approved tension monitoring system or slip clutch capstan.

M. When using lubricants, the Contractor shall adhere to the cable manufacturer's requirements for the proper amount, application tools and method, and removal of the lubricant from the exposed cable.

O. Standard practice will dictate best locations to install spare lengths of fiber on a pair of snowshoes. Standard practice will dictate the best frequency based upon factors determined as most important for each segment of the run.

P. All aerial is expected to be installed in the Public Safety space allocated on every pole in the City of Newton. It is expected that the contractor has an excellent working relationship with our utilities companies and that swift and simple discussions will negate the need for heavy negotiation in the event of challenging conditions.

## **ATTACHMENT B**

### **PAID DETAILS AND PERMITTING**

#### **1.0 Cooperation of the Contractor**

Agents of various public and private service agencies such as NStar, Verizon, Comcast and RCN, municipal departments, and private site contractors may be entering on the work site to perform work.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

#### **2.0 Notice to Owners of Utilities**

Written notice shall be given by the Contractor to all public or private service corporations owning or having charge of publicly or privately owned utilities at least one week in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the City.

The Contractor shall make his own investigation to ensure that no damage to existing structures, wires, streetlights, drainage lines, traffic signal conduits, lighting conduit, or other structures or equipment will occur as a result of its construction operations or work.

If applicable the Contractor shall notify "Mass. DIG SAFE" and procure a DIG SAFE number of each location prior to disturbing the ground in any way.

"DIG-SAFE" Call Center: Telephone 1-888-344-7233

#### **3.0 Protection of Utilities and Property**

The Contractor shall coordinate with the officers and agents of the various utilities, companies and municipal departments to ensure that the services of these structures are maintained.

The fiber will be installed in the "municipal space" the reserved area on each pole below the primary and secondary cabling.

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures shall ensure these remain securely in place.

The Contractor shall also be responsible for the repair or replacement, at no additional cost to the City, of any damage to such structures caused by construction operations or work. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work.

If during construction there is an existing utility and/ or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures.



If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be closed off and secured in a professional and workman like manner.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this Section, shall be considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

#### **4.0 Work Schedule**

Work shall be performed Monday through Friday during regular business hours from 7:00am to 5:00pm. Please refer to Part X, Time and Manner of Performance.

#### **5.0 Provisions for Travel and Prosecution of Work**

Before starting any work under this Contract, the Contractor shall prepare, and submit to the City for approval, a plan based on the Contract traffic management plans that indicates the traffic routing proposed by the Contractor during the various stages and time periods of the work and the temporary barricades, signs, drums and other traffic control devices to be employed during each stage and time period of the work to maintain traffic and access to abutting properties.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Traffic control devices required only during working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

#### **6.0 Temporary Access to Buildings**

Portions of the work are in City and School buildings and access to all properties must be maintained at all times. The Contractor shall provide safe and ready means of ingress and egress to all buildings for purposes of installation of the fiber optic materials in the respective buildings.

The Contractor shall coordinate all cable and equipment installations within buildings with City Project Manager.

Access to the property needs to be approved and supervised by the City. CORI and SORI checks need to be conducted and a list of personnel for whom access is requested should be provided.

## ATTACHMENT C

### SCHEDULE OF CITY OF NEWTON HOLIDAYS



## City of Newton 2013 Holidays



*All City of Newton Offices will be closed on the days listed below, with the exception of necessary and essential services.*

New Year's Day.....	January 1, 2013.....	Tuesday
Martin Luther King Jr.'s Birthday.....	January 21, 2013.....	Monday
President's Day.....	February 18, 2013.....	Monday
Patriot's Day.....	April 15, 2013.....	Monday
Memorial Day.....	May 27, 2013.....	Monday
** Police Memorial Day.....	June 2, 2013 (First Sunday in June).....	Sunday
***Firefighter's Memorial Day.....	June 9, 2013 (Second Sunday in June).....	Sunday
***Bunker Hill Day.....	June 17, 2013.....	Monday
Independence Day.....	July 4, 2013.....	Thursday
Lab or Day.....	September 2, 2013.....	Monday
Columbus Day.....	October 14, 2013.....	Monday
Veterans Day.....	November 11, 2013.....	Monday
Thanksgiving Day.....	November 28, 2013.....	Thursday
Christmas Day.....	December 25, 2013.....	Wednesday
*Floating Holiday.....	See Below	

\* City of Newton Non-Union employees, employees in City Hall Associates, Building Inspectors, MNA, Local 2443, and City Engineers shall be entitled to 1 or 2 Floating Holidays. Please refer to applicable collective bargaining agreement.

\*\* Members of Newton Police Association and Superior Officers Union Only.

\*\*\* Members of International Association of Firefighters, Local 863 Only.

\*\*\*\* Bunker Hill Day, June 17, 2013, for members of NMEA and AFSCME, Local 2443.

**Note:** When the official holiday falls on a Saturday, City Offices are closed on the prior Friday. When the holiday falls on a Sunday, City Offices are closed on the following Monday. *There will be exceptions to these closings for specific Programs and Services.* Please refer to the applicable collective bargaining agreement for additional information and conditions pertaining to holidays and holiday compensation.

City of Newton Department of Human Resources

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# PLEASE POST

**ATTACHMENT D**  
**SITE LIST, TWO PHASED APPROACH, MDF AND DEMARCATION LOCATION**

**Site List**

<b>Count</b>	<b>Oversight</b>	<b>Site Name</b>	<b>Site Address</b>
1	Municipal	Building Department	52 Elliot Street
2	Municipal	Carr	233 Nevada Street
3	Municipal	City Hall - HUB	1000 Commonwealth Ave.
4	Municipal	Comm. Tower - Herrick Rd N. Centre	Herrick Rd
5	Municipal	Comm. Tower - Manet Rd	Manet Rd
6	Municipal	Comm. Tower - Ober Road	Water Tower Ober Rd
7	Municipal	Comm. Tower - Prospect Hill - Waban	Prospect Hill
8	Municipal	Comm. Tower - W. Newton Tnpke Ext	Water Tower W. Newton Tnpk Ext
9	Municipal	Comm. Tower - Newton Wellelsey Hosp.	inside NWH Beacon & Wash.
10	Municipal	Crafts Street Garage	110 Crafts Street
11	Municipal	Elliot Street Garage	74 Elliot Street
12	Municipal	Fire Headquarters	1164 Centre Street
13	Municipal	Fire Station # 1	241 Church Street
14	Municipal	Fire Station # 2	1750 Commonwealth Ave.
15	Municipal	Fire Station # 3	31 Willow Street
16	Municipal	Fire Station # 4	195 Crafts Street
17	Municipal	Fire Station # 7	144 Elliot Street
18	Municipal	Fire Station # 10	755 Dedham Street
19	<del>[Location omitted]</del>		
20	Municipal	Housing Rehab Fund	492 Waltham Street
21	Municipal	Jackson Homestead	527 Washington Street
22	Municipal	Library - Auburndale	375 Auburn Street
23	Municipal	Library - Main	330 Homer Street
24	Municipal	Recreation Offices - Newton Corner	126 Vernon Street
25	Municipal	Library - Nonantum	144 Bridge Street
26	Municipal	Library - Waban	1608 Beacon Street
27	Municipal	Police Annex	25 Chestnut Street
28	Municipal	Police Garage	1321 Washington St (Rear)
29	Municipal	Police Headquarters	1321 Washington Street
30	Municipal	Recreation Headquarters	124 Vernon Street
31	Municipal	Senior Center	345 Walnut Street
32	Non	Boston College	Campion Hall

33	Non	Brigham House	Lincoln St (Highlands)
34	Non	Hamilton	Grove Street (Aub.)
35	Non	Newton Wellesley Hospital	2014 Washington Street
36	Non	NewTV Cable Access	Needham St.
37	School	Angier School	1697 Beacon Street
38	School	Bigelow Middle School	42 Vernon Street
39	School	Bowen School	280 Cypress Street
40	School	Brown Middle School	125 Meadowbrook
41	School	Burr School	171 Pine Street
42	School	Cabot School	229 Cabot Street
43	School	Countryside School	191 Dedham Street
44	School	Day Middle School	21 Minot Place
45	School	Education Center	100 Walnut Street
46	School	Franklin School	125 Derby Street
47	School	Horace Mann School	687 Watertown Street
48	School	Lincoln Eliot School	191 Pearl Street
49	School	Mason Rice School	149 Pleasant Street
50	School	Memorial Spaulding School	250 Brookline Street
51	School	Newton North High School	457 Walnut Street
52	School	Newton South High School	140 Brandeis Road
53	School	Oak Hill Middle School	130 Wheeler Road
54	School	Pierce School	170 Temple Street
55	School	Underwood School	101 Vernon Street
56	School	Ward School	10 Dolphin Road
57	School	Williams School	141 Grove Street
58	School	Zervas School	30 Beethoven Avenue
59	Municipal	Aquinas College Building	Jackson Road
60	Municipal	Crystal Lake Boathouse	Lake St
61	Municipal	Gath Pool	Albemarle Rd

**Two-Phased Approach**

Site Name	Site Address	Phase
Building Department	52 Elliot Street	2
Carr	233 Nevada Street	1
City Hall - HUB	1000 Commonwealth Ave.	1
Comm. Tower - Herrick Rd N. Centre	Herrick Rd	2
Comm. Tower - Manet Rd	Manet Rd	2
Comm. Tower - Ober Road	Water Tower Ober Rd	2
Comm. Tower - Prospect Hill - Waban	Prospect Hill	2
Comm. Tower - W. Newton Tnpke Ext	Water Tower W. Newton Tnpk Ext	1
Comm. Tower in Newton Wellelsey Hosp.	inside NWH Beacon & Wash.	2
Crafts Street Garage	110 Crafts Street	1
Elliot Street Garage	74 Elliot Street	2
Fire Headquarters	1164 Centre Street	1
Fire Station # 1	241 Church Street	1
Fire Station # 2	1750 Commonwealth Ave.	1
Fire Station # 3	31 Willow Street	1
Fire Station # 4	195 Crafts Street	1
Fire Station # 7	144 Elliot Street	2
Fire Station # 10	755 Dedham Street	2
Housing Rehab Fund	492 Waltham Street	1
Jackson Homestead	527 Washington Street	1
Library - Auburndale	375 Auburn Street	1
Library - Main	330 Homer Street	1
Recreation Offices - Newton Corner	124 Vernon Street	1
Library - Nonantum	144 Bridge Street	1
Library - Waban	1608 Beacon Street	2
Police Annex	25 Chestnut Street	1
Police Garage	1321 Washington St (Rear)	1
Police Headquarters	1321 Washington Street	1
Recreation Headquarters	15 Vernon Street	1
Senior Center	345 Walnut Street	1
Boston College	Campion Hall	2
Brigham House	Lincoln St (Highlands)	2
Hamilton	Grove Street (Aub.)	2
Newton Wellesley Hospital	2014 Washington Street	1
NewTV Cable Access	Needham St.	2
Angier School	1697 Beacon Street	2
Bigelow Middle School	42 Vernon Street	1
Bowen School	280 Cypress Street	2
Brown Middle School	125 Meadowbrook	2
Burr School	171 Pine Street	1
Cabot School	229 Cabot Street	1
Countryside School	191 Dedham Street	2

Day Middle School	21 Minot Place	1
Education Center	100 Walnut Street	1
Franklin School	125 Derby Street	1
Horace Mann School	687 Watertown Street	1
Lincoln Eliot School	191 Pearl Street	1
Mason Rice School	149 Pleasant Street	2
Memorial Spaulding School	250 Brookline Street	2
Newton North High School	457 Walnut Street	1
Newton South High School	140 Brandeis Road	2
Oak Hill Middle School	130 Wheeler Road	2
Pierce School	170 Temple Street	1
Underwood School	101 Vernon Street	1
Ward School	10 Dolphin Road	1
Williams School	141 Grove Street	2
Zervas School	30 Beethoven Avenue	2
Aquinas College Building	Jackson Road	1
Crystal Lake Boathouse	Lake St	2
Gath Pool	Albemarle Rd	1

Phase 1 35

Phase 2 25

**MDF and Demarcation Information**

Count	Site Name	Location of Entry
1	Building Department	Telephone pole to conduit on side of bldg, wires enter thru floor, all terminations by Marcey Dewolfe
2	Carr	Conduit from pole leads to underground entrance midway along length of bldg, data goes into gymnasium wiring closet
3	City Hall - HUB	Underground from Comm and Homer
4	Comm. Tower - Herrick Rd N. Centre	Aerial from adjacent pole
5	Comm. Tower - Manet Rd	Aerial from adjacent pole
6	Comm. Tower - Ober Road	Aerial from adjacent pole
7	Comm. Tower - Prospect Hill - Waban	Aerial from adjacent pole
8	Comm. Tower - W. Newton Tnpke Ext	Aerial from adjacent pole
9	Comm. Tower in Newton Wellelsey Hosp.	Underground from street?
10	Crafts Street Garage	Aerial from pole into compressor room behind traffic bldg area
11	Elliot Street Garage	Pole to underground conduit, basement entry, runs to second floor server room
12	Fire Headquarters	Underground from Centre St
13	Fire Station # 1	Aerial from street
14	Fire Station # 2	Underground from corner
15	Fire Station # 3	Attached to Fire HQ
16	Fire Station # 4	Aerial from street
17	Fire Station # 7	Aerial from street
18	Fire Station # 10	Aerial from street
<del>19</del>	<del>Health Department</del>	<del>Will be in city hall fall 2012</del>
20	Housing Rehab Fund	Comm closet at main entrance on left,. Wires enter on second floor, no comm. Room
21	Jackson Homestead	Wires enter at the rear corner of the building into the basement
22	Library - Auburndale	Conduit & Riser at Lexington and Auburndale
23	Library - Main	Conduit from City Hall
24	Recreation Offices - Newton Corner	Aerial to second floor enters building at basement, comes into common area which is a first floor conference room overlooking Vernon St
25	Library - Nonantum	Not Currently Being Used
26	Library - Waban	Not Currently Being Used
27	Police Annex	Underground from HQ
28	Police Garage	Underground from HQ
29	Police Headquarters	Underground from Wash @ Waltham St



30	Recreation Headquarters	Aerial, communications area on first floor in conference room
31	Senior Center	Wires enter at 2nd floor into the Director's Asst's office
32	Boston College	
33	Brigham House	
34	Hamilton	
35	Newton Wellesley Hospital	Most of Washington St is conduit. Entrance to NW is underground.
36	NewTV Cable Access	
37	Angier School	Dmark is in the boiler room which is terminated in the MDF near the nurse's room.
38	Bigelow Middle School	Dmark in the basement by the loading dock is connected directly to our MDF closet on the first floor
39	Bowen School	Dmark is in the basement which is run to our MDF closet off of the Library
40	Brown Middle School	Dmark is in the basement which runs through the crawl space and terminates in MDF.
41	Burr School	Dmark in the boiler room and is run directly to the main office where our MDF is
42	Cabot School	Dmark is in the custodian's office which is routed to the MDF in the main office.
43	Countryside School	Dmark is in the boiler room which then runs through a crawl space and terminates in MDF closet off the Main Office.
44	Day Middle School	MDF closet located in the library
45	Education Center	Underground conduit from Crafts St. to Computer Room. Also aerial access in front of building from poles on Walnut St. to Computer Room.
46	Franklin School	Dmark is in the basement and comes up thru the boiler room into the MFD closet on 1st floor
47	Horace Mann School	Dmark is in the basement by the café manager and terminates in the MDF closet off the Teacher's room
48	Lincoln Eliot School	Dmark is in the boiler room and runs up to the Principal's office in the Main Office.
49	Mason Rice School	MDF closet is located in the hall on the first floor about 100' from the front door.
50	Memorial Spaulding School	Dmark is in a crawl space next to the custodian's office and runs to our MDF closet located in the basement.



51	Newton North High School	MDF room conduits accessible from manhole on Walnut St.
52	Newton South High School	Dmark is in a closet off of the boiler room by the loading dock. From there we have 4" pipes that directly feed MDF.
53	Oak Hill Middle School	Dmark is in a closet off the boiler room and 4" conduit feeds the MDF.
54	Pierce School	Dmark is in the boiler room and runs up to our MDF located off of the teacher's room.
55	Underwood School	Terminates in the MDF which is in the Main Office.
56	Ward School	Dmark in the MDF on the first floor.
57	Williams School	Dmark in the basement of the new wing right off the elevator and is terminated in the MDF on the 1st floor of the new wing.
58	Zervas School	Dmark in the crawl space under the school and is run directly into the MDF closet in the Main Office.
59	Aquinas College Building	
60	Crystal Lake Boathouse	none, currently
61	Gath Pool	none, currently

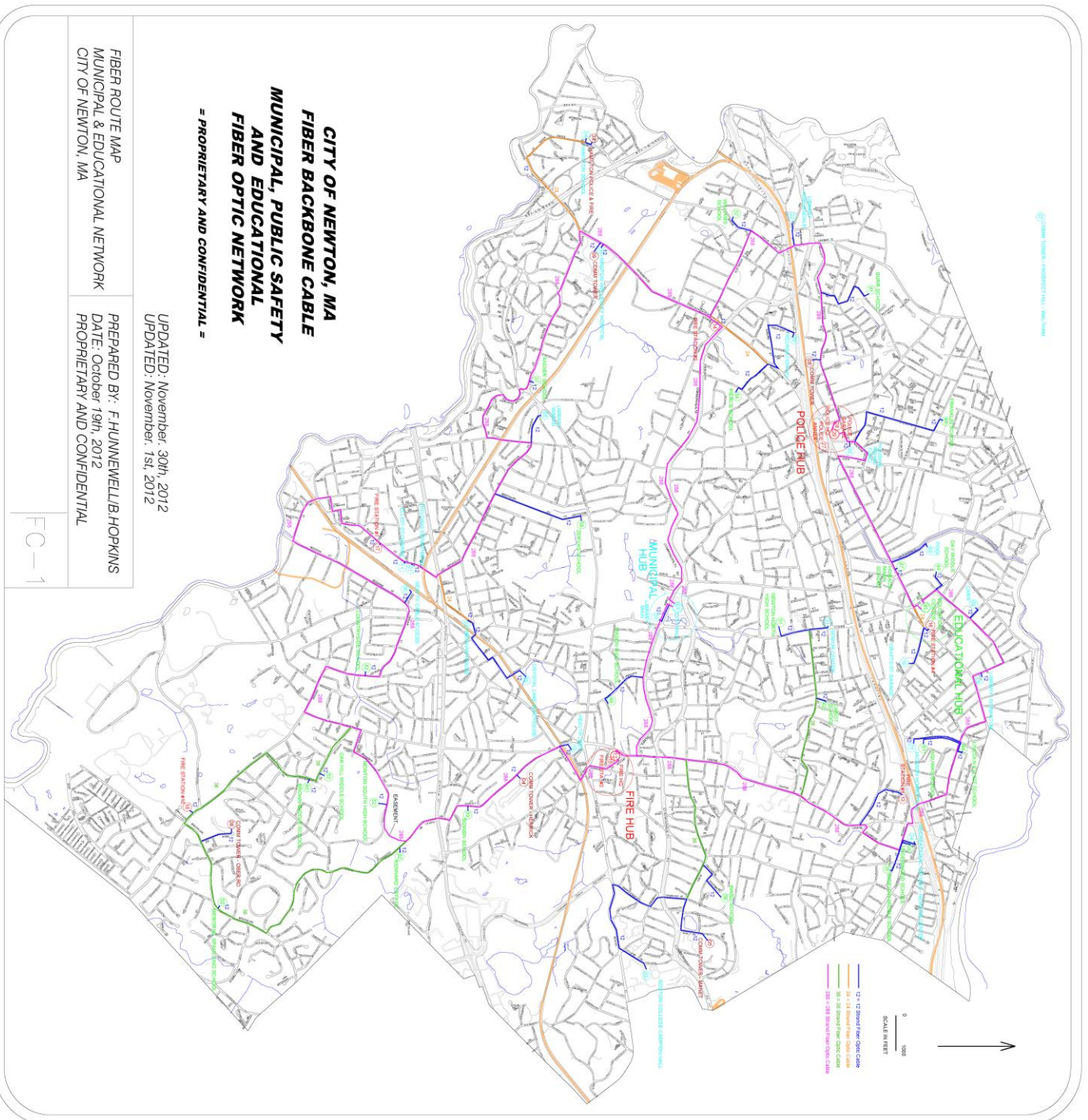
FIBER ROUTE MAP  
MUNICIPAL & EDUCATIONAL NETWORK  
CITY OF NEWTON, MA

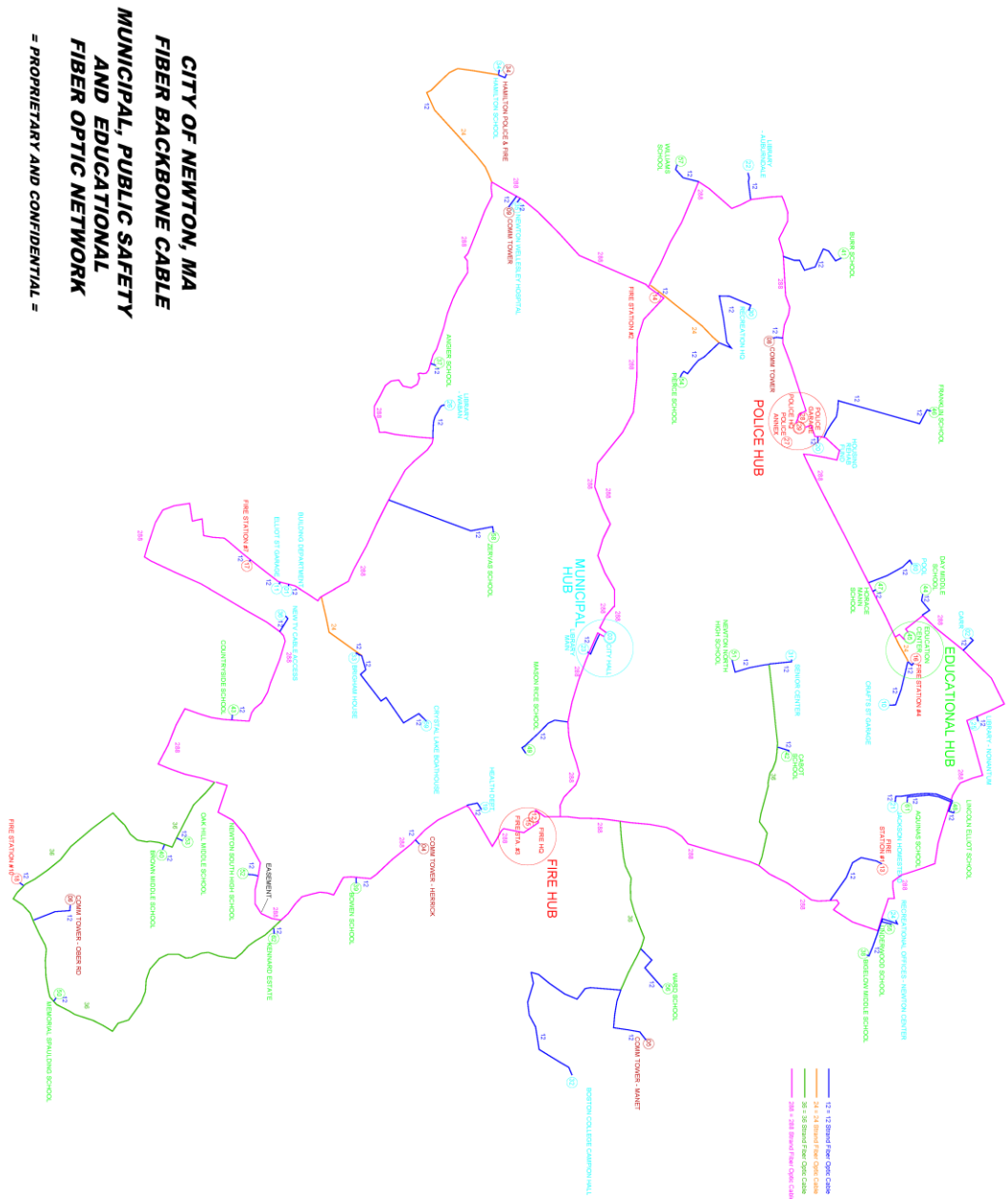
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DATE: October 19th, 2012  
PROPRIETARY AND CONFIDENTIAL

FC-1

**CITY OF NEWTON, MA  
FIBER BACKBONE CABLE  
MUNICIPAL, PUBLIC SAFETY  
AND EDUCATIONAL  
FIBER OPTIC NETWORK  
= PROPRIETARY AND CONFIDENTIAL =**

UPDATED: November, 30th, 2012  
UPDATED: November, 1st, 2012





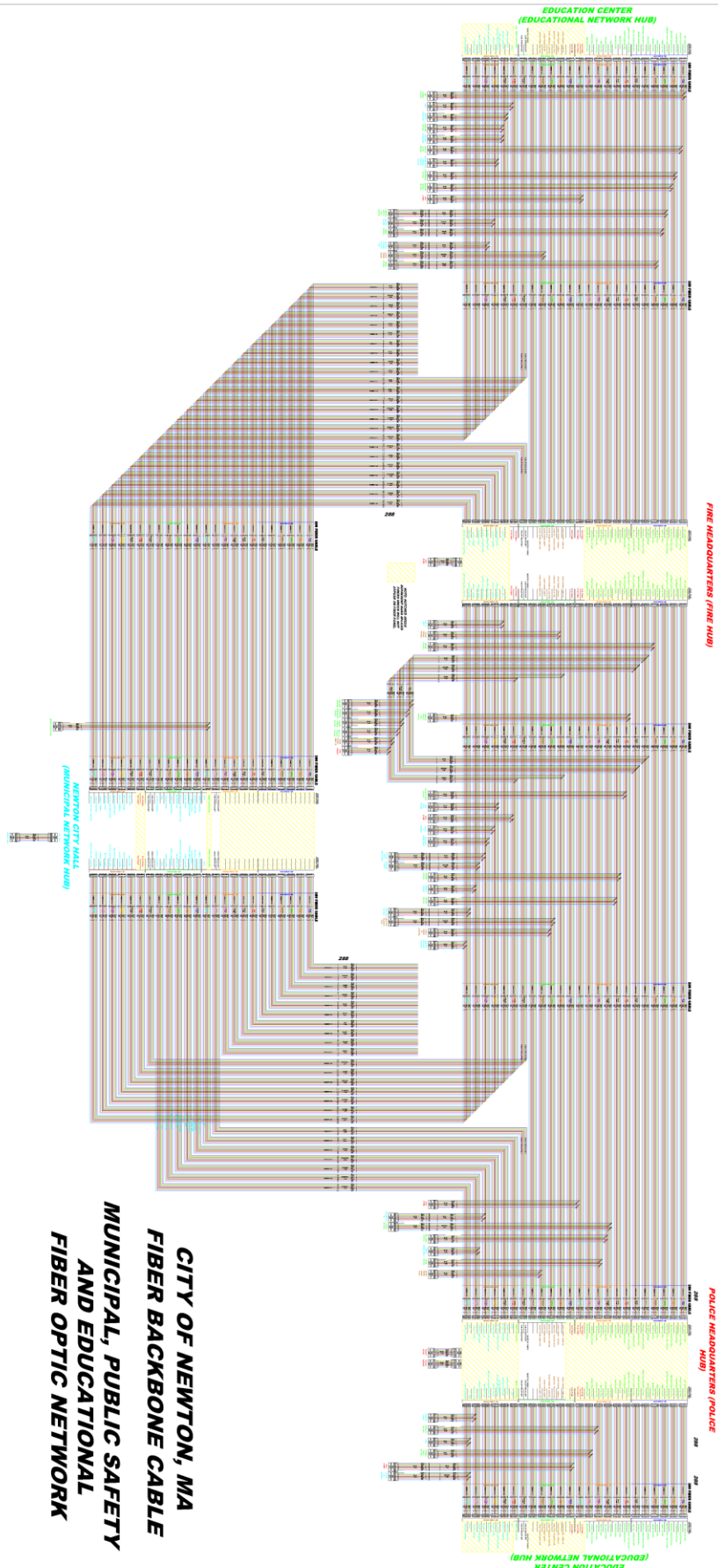
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MUNICIPAL, PUBLIC SAFETY  
AND EDUCATIONAL  
FIBER OPTIC NETWORK**

UPDATED: November. 30th, 2012  
 UPDATED: November. 1st, 2012

FIBER ROUTE MAP  
MUNICIPAL & EDUCATIONAL NETWORK  
CITY OF NEWTON, MA

PREPARED BY: F.HUNNEWELL/B.HOPKINS  
DATE: October 19th, 2012  
PROPRIETARY AND CONFIDENTIAL

FC-1



**CITY OF NEWTON, MA  
FIBER BACKBONE CABLE  
MUNICIPAL, PUBLIC SAFETY  
AND EDUCATIONAL  
FIBER OPTIC NETWORK**

**= PROPRIETARY AND CONFIDENTIAL =**

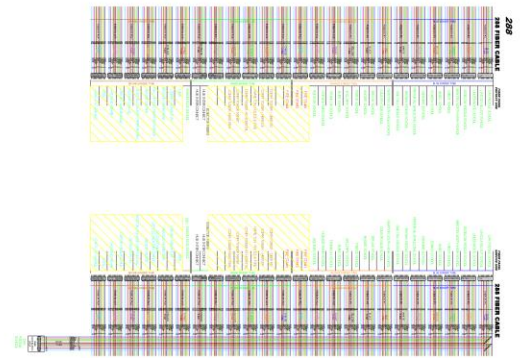
BACKBONE FIBER SPLICING DIAGRAM  
MUNICIPAL, EDUCATIONAL & PUBLIC SAFETY -  
NETWORKS. CITY OF NEWTON, MA

PREPARED BY: F. HUNNEWELL/B. HOPKINS  
DATE: NOVEMBER 30, 2012  
PROPRIETARY AND CONFIDENTIAL

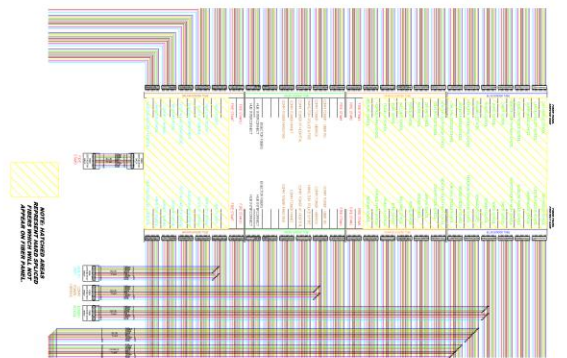
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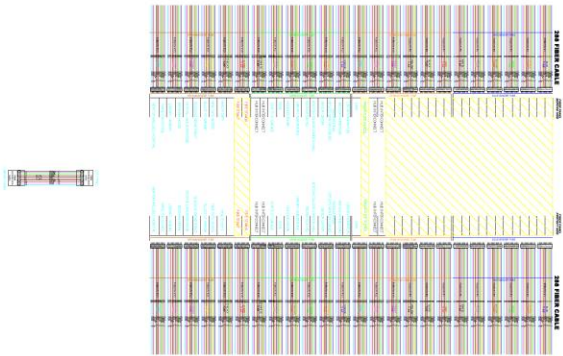
**EDUCATION CENTER HUB  
(EDUCATIONAL NETWORK HUB)**



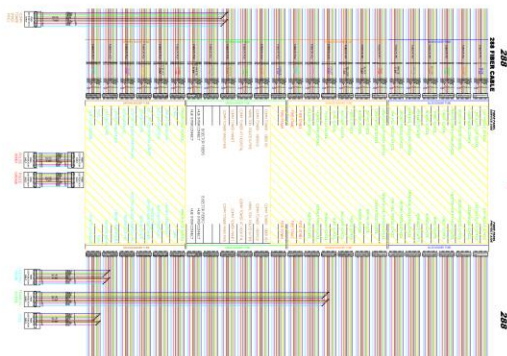
**FIRE HEADQUARTERS (FIRE HUB)**



**NEWTON CITY HALL  
(MUNICIPAL NETWORK HUB)**



**POLICE HEADQUARTERS (POLICE HUB)**



## ATTACHMENT E

### CUT SHEETS OF SELECT REQUIRED MATERIALS

#### SOLO® All-Dielectric Self-Supporting Cables, 2-288 Fibers

A Corning Cable Systems Product

##### features and benefits |

Available with a proprietary track-resistant polyethylene (TRPE) jacket

Suitable for installations in electric field potentials up to 25 kV

Concentric, self-supporting cable design

Allows easy, one-step installation, using standard hardware and installation methods

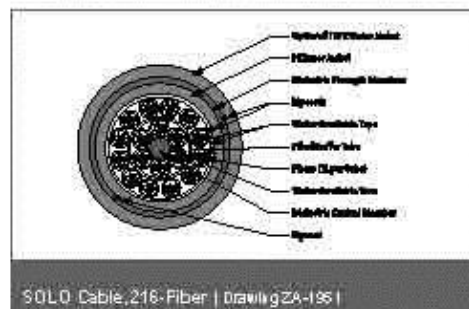
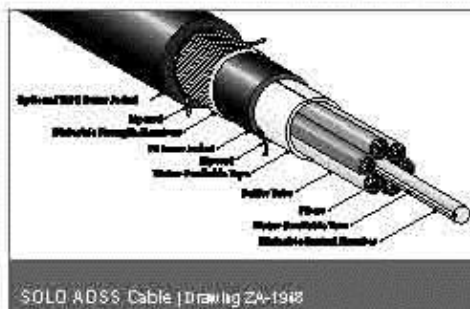
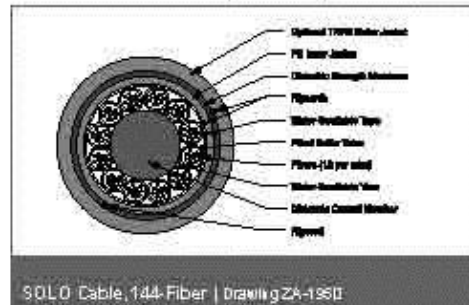
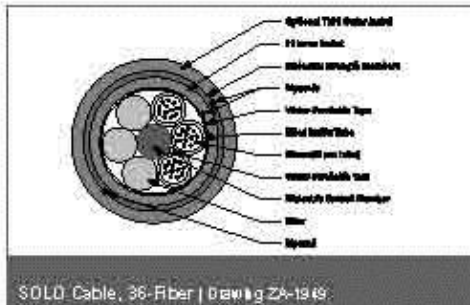
Innovative waterblocking design

Eliminates the need for traditional flooding compound, providing efficient and craft-friendly cable preparation

SZ-stranded, loose tube design

Isolates fibers from installation and environmental rigors and facilitates midspan access

Corning Cable Systems SOLO® Cables are all-dielectric, self-supporting (ADSS) cables designed for easy and economical one-step installation in campus backbones with self-supporting installations where metallic messengers cannot be used. The loose tube design provides stable performance over a wide temperature range and is compatible with any telecommunications-grade optical fiber. This cable incorporates innovative waterblocking materials, eliminating the need for traditional flooding compound and providing efficient and craft-friendly cable preparation. While the concentric, self-supporting cable design allows easy, one-step installation, using standard hardware and installation methods, the SZ-stranded, loose tube design isolates optical fibers from installation and environmental rigors and facilitates midspan access. The ADSS cables are also available with a proprietary track-resistant polyethylene (TRPE) jacket suitable for installation in electric field potentials up to 25 kV.



SPECIFICATION SHEET EVO-403-EN | PAGE 1

CORNING

TRAINING | SPlicing AND TEST EQUIPMENT | COPPER CONNECTIVITY | HARDWARE | CABLE ASSEMBLIES | CONNECTORS | CABLES | PRETERMINATED SYSTEMS

## Anaerobic Connector, LC

Single-mode (OS2)

CORNING

Corning Cable Systems Anaerobic-Cure Connectors offer optical performance in a fast, easy field-termination solution designed for fiber-to-the-workstation applications for single-mode and multimode connections. This connector combines the quick-cure convenience of anaerobic adhesive with the performance of epoxy-and-polish connectors. Ideal for enterprise networks and any installations requiring field-installed connectors, the anaerobic-cure technology enables fiber optic networks to be installed cost effectively with minimal tools. Installation of the connector can be accomplished in minutes with the anaerobic adhesive two-part epoxy process. The adhesive is first injected into the connector ferrule and then the fiber is dipped into the primer and inserted into the connector. Curing takes only one minute without the use of lamps or ovens. With the hand-polish process, an average insertion loss of 0.2 dB is achieved.

### Features and Benefits

Quick-cure epoxy

No lamps or ovens needed

Minimal tools and no index-matching gel

Low installation cost

Hand polished for minimum insertion loss

Reliability and optical performance

### Standards

Intermateability

Compliant with TIA/EIA  
604-10



Part Number: 95-201-98-SP



Part Number: 95-201-98-SP

Product Specification 95-201-98-SP\_NA\_FTA\_AEM  
Page 1 | Revision date: 2012-03-28

CORNING

## Anaerobic Connector, LC

Single-mode (OS2)

CORNING

### Specifications

#### General Specifications

Technology	Field Polish (anaerobic)
Keyed	No
Packaging	Single Pack
Product Type	Field-Installable Connectors
Corning Logo	Yes
Fiber Category	Single-mode (OS2)

#### Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2002/95/EG
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### Ordering Information

Part Number	95-201-98-SP
Product Description	LC Connector, Single-mode (OS2), ceramic ferrule, ceramic hardware, single pack, blue housing, blue boot

### Shipping Information

Units per Delivery	1/1
Package Contents	Connector, Trigger, Crimp Band (1.6/2.0 mm), Crimp Band (3.0 mm), Boot (900 µm), Boot (2.0 mm), Boot (3.0 mm)



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Product Specification 95-201-98-SP\_NA\_FTA\_AEM  
Page 2 | Revision date: 2012-08-28

CORNING



## Closet Connector Housing (CCH)

1 rack unit, holds 2 CCH connector panels

CORNING

Designed based on thousands of hours of customer feedback, Corning Cable Systems Closet Connector Housings (CCHs) offer more than two dozen innovative features that make installation and troubleshooting of fiber optic connectivity faster, easier and more cost effective.

From fiber and cable routing and strain relief, to port labeling and termination, these housings reduce the risk of error that can disrupt networks.

Closet Connector Housings (CCHs) provide interconnect or cross-connect capabilities between outside plant, riser or distribution cables and opto-electronics. Like all LANscape Solutions hardware, the housings accept CCH connector panels. In addition, the housings accept CCH cassettes and CCH modules.

The units are designed for rack mounting in 19-in (48 cm) racks or optional 23-in (58 cm) equipment racks (1.75-in EIA hole spacing). They are available in rack space options of 1U (two panels, cassettes or modules), 2U (four panels, cassettes or modules), 3U (six panels, cassettes or modules) and 4U (twelve panels, cassettes or modules). The 1U, 2U and 3U options feature a slide-out tray and see-through, removable top covers. The CCH-04U features a clear door, removable front and rear enclosures and a platinum-painted interior for maximum visibility and access.

Every CCH housing is shipped complete with strain relief brackets, routing clips and guides, and mounting brackets for proper installation. Documentation labels are provided and components can be added as needed to construct a fiber distribution frame for any application. All housings include a removable tinted polycarbonate front door. All size housings have field-installable lock kits available for both front and rear doors.

All CCH housings can also be upgraded for pigtail splicing to full fiber capacity and easy, modular fiber management through the use of CCH Splice Cassettes (CCH-CS) or for easy, modular fiber management when using field-installable connectors through the use of CCH Stack Cassettes (CCH-CF).

### Features and Benefits

Interconnect and cross-connect capability  
Ideal for field connectorization

Removable, translucent top covers (1U, 2U, 3U), removable rear cover (4U)

Visibility and ease of access for installation, testing and troubleshooting



Part Number: CCH-01U

Product Specification CCH-01U\_MKFTA\_AEM  
Page 1 | Revision date: 2012-03-28

CORNING

## Closest Connector Housing (CCH)

1 rack unit, holds 2 CCH connector panels

CORNING

### Features and Benefits

Internal and external strain-relief options  
Flexibility for installation and moves, adds and changes (MACs)

Accepts panels, modules and cassettes  
Variety of field termination options

Adaptable to use as a modular splice housing  
Splices are stored and protected in same footprint

### Standards

Approval and Listings: Meets ANSI/TIA/EIA-568A and 606

### Specifications

General Specifications	
Application	Enterprise Networks, Data Center
Mounting Type	Rack 19-in, Rack 23-in, Cabinet-mount
Product Type	Fiber Optic Hardware

Design - Hardware	
Housing Color	Black
Housing Type	CCH
Height Unit	1U
Locking Availability	Front or rear
Maximum Number of Panels per Housing	2
Panel or Module Type	CCH
Splice Tray Options	Use CCH Splice Cassette (CCH-CS)

Mechanical Characteristics	
Dimensions (HxWxD)	4.4 cm x 48.3 cm x 43 cm (1.75 in x 19 in x 17 in)

Product Specification CCH-01U\_MK1FTA\_AEM  
Page 2 | Revision date: 2012-08-28

CORNING

## Closet Connector Housing (CCH)

1 rack unit, holds 2 CCH connector panels

**CORNING**

### Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2002/95/EG
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### Ordering Information

Part Number	CCH-01U
Product Description	Closet Connector Housing (CCH), 1 rack unit, holds 2 CCH connector panels

### Shipping Information

Units per Delivery	1/1
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Product Specification CCH-01U\_KAFTA\_AEM  
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**CORNING**

## Closet Connector Housing (CCH)

4 rack units, holds 12 CCH connector panels

CORNING

Designed based on thousands of hours of customer feedback, Corning Cable Systems Closet Connector Housings (CCHs) offer more than two dozen innovative features that make installation and troubleshooting of fiber optic connectivity faster, easier and more cost effective.

From fiber and cable routing and strain relief, to port labeling and termination, these housings reduce the risk of error that can disrupt networks.

Closet Connector Housings (CCHs) provide interconnect or cross-connect capabilities between outside plant, riser or distribution cables and opto-electronics. Like all LANscape Solutions hardware, the housings accept CCH connector panels. In addition, the housings accept CCH cassettes and CCH modules.

The units are designed for rack mounting in 19-in (48 cm) racks or optional 23-in (58 cm) equipment racks (1.75-in EIA hole spacing). They are available in rack space options of 1U (two panels, cassettes or modules), 2U (four panels, cassettes or modules), 3U (six panels, cassettes or modules) and 4U (twelve panels, cassettes or modules). The 1U, 2U and 3U options feature a slide-out tray and see-through, removable top covers. The CCH-04U features a clear door, removable front and rear enclosures and a platinum-painted interior for maximum visibility and access.

Every CCH housing is shipped complete with strain relief brackets, routing clips and guides, and mounting brackets for proper installation. Documentation labels are provided and components can be added as needed to construct a fiber distribution frame for any application. All housings include a removable tinted polycarbonate front door. All size housings have field-installable lock kits available for both front and rear doors.

All CCH housings can also be upgraded for pigtail splicing to full fiber capacity and easy, modular fiber management through the use of CCH Splice Cassettes (CCH-CS) or for easy, modular fiber management when using field-installable connectors through the use of CCH Stack Cassettes (CCH-CF).

### Features and Benefits

Interconnect and cross-connect capability  
Ideal for field connectorization

Removable, translucent top covers (1U, 2U, 3U), removable rear cover (4U)

Visibility and ease of access for installation, testing and troubleshooting



Part Number: CCH-04U

Product Specification CCH-04U\_KAFTA\_AEM  
Page 1 | Revision date: 2012-03-28

CORNING

## Closest Connector Housing (CCH)

4 rack units, holds 12 CCH connector panels

CORNING

### Features and Benefits

Internal and external strain-relief options  
Flexibility for installation and moves, adds and changes (MACs)

Accepts panels, modules and cassettes  
Variety of field termination options

Adaptable to use as a modular splice housing  
Splices are stored and protected in same footprint

### Standards

Approval and Listings: Meets ANSI/TIA/EIA-568A and 606

### Specifications

General Specifications	
Application	Enterprise Networks, Data Center
Mounting Type	Rack 19-in, Rack 23-in, Cabinet-mount
Product Type	Fiber Optic Hardware

Design - Hardware	
Housing Color	Black
Housing Type	CCH
Height Unit	4U
Locking Availability	Front or rear
Maximum Number of Panels per Housing	12
Panel or Module Type	CCH
Splice Tray Options	Use CCH Splice Cassette (CCH-CS)

Mechanical Characteristics	
Dimensions (HxWxD)	17.8 cm x 48.3 cm x 43 cm (7 in x 19 in x 17 in)

Product Specification CCH-D4U\_MK1TA\_AEM  
Page 2 | Revision date: 2012-08-28

CORNING



## Closest Connector Housing (CCH)

4 rack units, holds 12 CCH connector panels

**CORNING**

### Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2002/95/EG
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### Ordering Information

Part Number	CCH-04U
Product Description	Closest Connector Housing (CCH), 4 rack units, holds 12 CCH connector panels

### Shipping Information

Units per Delivery	1/1
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Product Specification CCH-04U\_MKFTA\_AEM  
Page 3 | Revision date: 2012-08-28

**CORNING**

## Splice Tray, Heat-shrink Fusion Splices

0.2-in, 6 F

CORNING

Corning Cable Systems splice trays use proven designs and fiber organization technology to provide optimum physical protection for fusion and mechanical splicing methods. The trays are engineered for use with indoor or outdoor splice hardware with both loose tube and tight-buffered optical cable designs.

The metal-tray series consists of a rugged aluminum base and cover with crimpable metal tabs for buffer tube strain-relief. Additional strain-relief points are available for securing buffer tubes or pigtails to the trays using cable ties. The black powder coating allows easy fiber identification and additional protection. Designed for use with Corning Cable Systems interconnection hardware and splice closures, these splice trays are an integral part of a complete splicing system.

Many of our fiber optic hardware products are highly configurable. If you don't see what you are looking for here, please review the ordering matrix contained in the family spec sheet found on the right, or contact customer care at 1-800-743-2671.

### Features and Benefits

Metal trays powder coated  
Ruggedness and durability

Clear plastic covers  
Fiber visibility for inspection

Fiber loop retention  
Controls the bend-radius

Positive holding action  
Maximum splice protection

### Specifications

General Specifications	
Application	Central Office, CATV environments, Carrier Networks, Enterprise Networks
Product Type	Splice Trays
Technology	Fusion Splice

Product Specification M8-DBE\_11A.FTA\_AEM  
Page 1 | Revision date: 2012-03-28

CORNING

## Splice Tray, Heat-shrink Fusion Splices

0.2-in, 6 F

CORNING

### Design - Hardware

Splice Protectors Type	Heat-shrink
Splice Tray Category	2R
Splice Tray Type	Standard with organizers for heat-shrink fusion splice protectors
Splice Tray Capacity Single Fiber	6 Splices

### Mechanical Characteristics

Dimensions (LxWxD)	7.3 in x 3.5 in x 0.2 in 185 mm x 89 mm x 5 mm
--------------------	--

### Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2002/95/EG
------	---

### Ordering Information

Part Number	M67-068
Product Description	Splice Tray, heat-shrink fusion splices, 0.2-in, 6 F

### Shipping Information

Units per Delivery	1/1
Package Contents	Installation Guide; splice tray base with splice holder; splice tray cover



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Product Specification M67-068\_11A.FTD\_AEM  
Page 2 | Revision date: 2012-03-28

CORNING



## Splice Tray, Mass Fusion Splices or Heat-shrink Fusion Splices

0.4-in; 6 mass fusion splices or 12 heat-shrink fusion splices

CORNING

Corning Cable Systems splice trays use proven designs and fiber organization technology to provide optimum physical protection for fusion and mechanical splicing methods. The trays are engineered for use with indoor or outdoor splice hardware with both loose tube and tight-buffered optical cable designs.

The metal-tray series consists of a rugged aluminum base and cover with crimpable metal tabs for buffer tube strain-relief. Additional strain-relief points are available for securing buffer tubes or pigtails to the trays using cable ties. The black powder coating allows easy fiber identification and additional protection. Designed for use with Corning Cable Systems interconnection hardware and splice closures, these splice trays are an integral part of a complete splicing system.

Many of our fiber optic hardware products are highly configurable. If you don't see what you are looking for here, please review the ordering matrix contained in the family spec sheet found on the right, or contact customer care at 1-800-743-2671.

### Features and Benefits

Metal trays powder coated  
Ruggedness and durability

Clear plastic covers  
Fiber visibility for inspection

Fiber loop retention  
Controls the bend-radius

Positive holding action  
Maximum splice protection



Part Number: M67-110



Part Number: M67-110

Product Specification M67-110\_NAF Tray  
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CORNING

# Splice Tray, Mass Fusion Splices or Heat-shrink Fusion Splices

0.4-in; 6 mass fusion splices or 12 heat-shrink fusion splices

CORNING

## Specifications

### General Specifications

Application	Central Office, CATV environments, Carrier Networks, Enterprise Networks
Product Type	Splice Trays
Technology	Fusion Splice

### Design - Hardware

Splice Protectors Type	Heat Shrink Mass Fusion
Splice Tray Category	4R
Splice Tray Type	Standard with organizers for heat-shrink mass fusion splice protectors
Splice Tray Capacity Mass Fusion	72 Splices
Splice Tray Capacity Single Fiber	12 Splices

### Mechanical Characteristics

Dimensions (LxWxD)	6.9 in x 3.5 in x 0.4 in 175 mm x 89 mm x 10 mm
--------------------	---

### Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2002/95/EC
------	---

## Ordering Information

Part Number	M67-110
Product Description	Splice Tray, mass fusion splices or heat-shrink fusion splices, 0.4-in; 6 mass fusion splices or 12 heat-shrink fusion splices

Product Specification M67-110\_NAF\_TPL\_AEM  
Page 2 | Revision date: 2012-03-28

CORNING

## Splice Tray, Mass Fusion Splices or Heat-shrink Fusion Splices

0.4-in; 6 mass fusion splices or 12 heat-shrink fusion splices

**CORNING**

### Shipping Information

Units per Delivery	1/1
Package Contents	Installation Guide; splice tray base with splice holder; splice tray cover



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Product Specification M8-110\_NAF\_TR\_AEM  
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**CORNING**

## Splice Closure Fiber (SCF)

288 single-fiber splice capacity, 8-in diameter, 28-in dome length, 6 drop ports, 0.4-in tray height stacker

CORNING

Corning Cable Systems Splice Closure Fiber (SCF) family is designed for splicing fibers in aerial, duct and buried applications. These sealed canister closures are available in single-fiber loose tube (72 to 576) and ribbon fiber (288 to 1296) configurations.

Allowing reel-end to reel-end splicing in the open ribbon system (ORS), the SCF closures offer split end caps for convenient installation of uncut cables. The QUICK-SEAL™ mechanical seal drop cable ports allow quick and easy installation during the initial build or for future expansion. The consolidation of multiport tails for up to 24 flat cables is accomplished with the optional add-a-cable kits.

Designed for configuration flexibility, these closures offer expanded slack storage, various tray heights and mass platform storage.

### Features and Benefits

Sealed built-style closure  
Environmental protection

Aerial, wall, pole, direct  
Variety of applications

Ribbon reel-end to reel-end splicing  
No additional splice trays required (ORS)

Split end caps  
Easy installation of uncut cables

Modular fiber management system  
Flexibility of configurations

### Standards

Design and Test Criteria: Telcordia GR-771 tested

Product Specification SCF-SC28X01-F-NA/ETA\_AEM  
Page 1 | Revision date: 2012-03-23

CORNING

## Splice Closure Fiber (SCF)

288 single-fiber splice capacity, 8-in diameter, 28-in dome length, 6 drop ports, 0.4-in tray height stacker

CORNING

### Specifications

#### General Specifications

Application	Customer premises environments, Carrier Networks, CATV environments
Mounting Type	Pole-mount, Wall-Mountable
Product Type	FDH Closures

#### Design - Hardware

Fiber Management Configuration	Full stack storage basket - tray stacker
Ground Feed Through Cable Entries	1
Number of Feeder Ports	22 / 8 ports: 2 feeder ports and 6 drop ports
Number of Ports	8
SCF Type	8-inch canister, 28 in LID
Splicing Capacity	288
Splice Tray Stacker Configuration	0.4-in tray height (single-fiber or ribbon)

#### Mechanical Characteristics

Dimensions: Diameter and Length	20.8 cm x 71.1 cm 8.2 in x 28 in
Outside Diameter with Clamp	12.1 in (30 cm)
Weight	10 kg (22 lb)

### Ordering Information

Part Number	SCF-8C28-01-F
Product Description	Splice Closure Fiber (SCF), 288 single-fiber splice capacity, 8-in diameter, 28-in dome length, 6 drop ports, 0.4-in tray height stacker

## Splice Closure Fiber (SCF)

288 single-fiber splice capacity, 8-in diameter, 28-in dome length, 6 drop ports, 0.4-in tray height stacker

**CORNING**

### Shipping Information

Units per Delivery	1/1
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Product Specification SCF-SC28801-F-NA FTA\_AEN  
Page 3 | Revision date 2012-08-28

**CORNING**



## Wall-Mountable Interconnect Center (WIC), Landscape

Holds 2 CCH connector panels

CORNING

Corning Cable Systems Wall-Mountable Interconnect Center (WIC) is a cost-effective unit designed for storage and protection of fiber-optic connections. This compact, modular unit is ideal for use in locations such as building entrance terminals, wiring closets, open office and other controlled environments where space is at a premium.

### Features and Benefits

Universal cable clamp  
Cable strain-relief

Durable metal housing  
Protection

Lockable doors  
System security

Routing guides  
Fiber management



### Specifications

General Specifications	
Application	Enterprise Networks
Mounting Type	Wall-Mountable
Product Type	Wall-Mountable Hardware

Design - Hardware	
Housing Color	Black
Housing Type	WIC
Locking Availability	Provider door
Maximum Number of Panels per Housing	2
Panel or Module Type	CCH
Splice Tray Options	Up to (4) 0.2-in. or (2) 0.4-in. reduced-length splice trays



Specification Sheet is WIC-02P\_NAF\_TP\_A01  
Page 1 | Revision date: 2011-12-18

CORNING

## Wall-Mountable Interconnect Center (WIC), Landscape

Holds 2 CCH connector panels

CORNING

### Mechanical Characteristics

Dimensions (HxWxD)	33 cm x 21.6 cm x 6.6 cm (13 in x 8.5 in x 2.6 in)
--------------------	--

### Chemical Characteristics

RoHS	Free of hazardous substances according to RoHS 2002/95/EG
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### Ordering Information

Order Number	WIC-02P
Product Description	Wall-Mountable Interconnect Center (WIC), holds 2 CCH connector panels

### Shipping Information

Units per Delivery	1/1
Package Contents	Housing; blank panel; instruction sheet; central member strain-relief clamp kit; 6 tie wraps, 1/8 x 4, white; neoprene edge grommeting, 6-in
Shipping Weight	2.3 kg (5 lb)

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Specification Sheet is WIC-02P\_NAF TP\_A EN  
Page 2 | Revision date: 2011-12-18

CORNING



**ATTACHMENT F**

**CITY OF NEWTON  
REQUEST FOR PROPOSALS**

**PROVIDE ONE (1) ENCLOSED CITY WIDE FIBER OPTIC  
INSTALLATION SERVICES  
PRICE PROPOSAL SHEET FOR RFP #14-32**

**BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "PRICE PROPOSAL"**

**TO THE AWARDING AUTHORITY:**

- A.** The undersigned proposes to furnish the services specified, for the contract price(s) specified below, subject to additions and deductions according to the terms of the specifications.
- B.** This proposal includes addenda number(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,
- C.** The proposed prices are Phase I \$ \_\_\_\_\_  
(Amount in Writing \_\_\_\_\_)  
Phase II \$ \_\_\_\_\_  
(Amount in Writing \_\_\_\_\_)  
  
Phases I \$ \_\_\_\_\_ & II \$ \_\_\_\_\_ &  
TOTAL of Phases I & II \$ \_\_\_\_\_  
(Amount in Writing \_\_\_\_\_)

**COMPANY:** \_\_\_\_\_

- D.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days  
Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days

**The undersigned has completed and submits herewith the following documents:**

- One (1) original and six (6) copies of the Technical Proposal and one digital copy (on disk)
- One Original Price Proposal (separate sealed envelope marked “RFP #14-32 - PRICE PROPOSAL”)
- Bidder’s Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Certification of Tax Compliance, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page

**E.** The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

**F.** The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone/Fax)

(Email address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## **CERTIFICATE OF NON-COLLUSION**

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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(Signature of individual)

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Name of Business

Nicholas Read ☎ *Chief Procurement Officer*  
1000 Commonwealth Avenue  
Newton Centre, MA 02459-1449  
[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Mayor  
Setti D. Warren

Vendor

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

**Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.**

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

\_\_\_\_\_(Name)  
\_\_\_\_\_(Company)  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Address)  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<b>X</b> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	Name

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,